

EXHIBIT 1

BLGRP



Erie
Insurance
Group

100 Erie Ins. Pl.
Erie, PA 16530

ERIE INSURANCE EXCHANGE
ERIESECURE HOME POLICY

CONTINUATION NOTICE

AGENT	ITEM 2. POLICY PERIOD	POLICY NUMBER
AA8523 BALDASARI INS AGY INC	09/04/21 TO 09/04/22	Q57 0404641 A
ITEM 1. NAMED INSURED AND ADDRESS	ITEM 3. OTHER INTEREST	

CHRISTINE BESS GRZYMKOWSKI &
STEVEN R GRZYMKOWSKI
5277 GEDDES WAY
PIPERSVILLE PA 18947-1142

AS LISTED BELOW
OR ON REVERSE SIDE

AGENT - BALDASARI INS AGY INC

4 TERRY DR STE 17C

AGENT PHONE - (215) 579-9565

NEWTOWN PA 18940 1837

COVERAGE BEGINS AND ENDS AT- 12.01 AM STANDARD TIME AT THE LOCATION OF THE
INSURED PROPERTY. UNTIL TERMINATED, THIS POLICY WILL CONTINUE IN FORCE.

LOCATION OF RESIDENCE PREMISES. ZIP CODE - 18947 1142
5277 GEDDES WAY PIPERSVILLE PA.

PROPERTY INFORMATION - PRIMARY RESIDENCE - OWNER OCCUPIED DWELLING, YEAR OF
CONSTRUCTION 1992, FRAME.

AUTOMATIC ADJUSTMENT OF COVERAGE WAS APPLIED TO DWLG.

* THE AMOUNT OF INSURANCE APPLYING TO THE DWELLING IS THE REPLACEMENT COST
AT THE TIME OF THE LOSS, SUBJECT TO POLICY CONDITIONS AND REQUIREMENTS.
THE ESTIMATED REPLACEMENT COST OF THE DWELLING IS \$ 618,500.

SECTION I - PROPERTY PROTECTION

	AMOUNT OF INSURANCE	PREMIUMS
DWELLING	*GUARANTEED REPLACEMENT COST	\$ 1,377.00
OTHER STRUCTURES	\$ 123,700	
PERSONAL PROPERTY	\$ 463,875	
LOSS OF USE	LOSS SUSTAINED NOT TO EXCEED 12 CONSECUTIVE MONTHS	

SECTION II - HOME AND FAMILY LIABILITY PROTECTION

PERSONAL LIABILITY	- EACH OCCURRENCE	\$1,000,000	
MEDICAL PAYMENTS TO OTHERS	- EACH PERSON	\$ 1,000	
FULL TERM PREMIUM FOR THIS RESIDENCE	- - - - -		\$ 1,377.00
FULL TERM ADDITIONAL COVERAGE PREMIUM	- - - - -		\$ 106.00
TOTAL PREMIUM FOR THIS POLICY	- - - - -		\$ 1,483.00

SECTION I DEDUCTIBLE \$ 1,000

PARTICIPATING-DIVIDENDS ARE NOT GUARANTEED AND MAY BE DECLARED BY THE BOARD OF
DIRECTORS IN ITS SOLE DISCRETION.

APPLICABLE FORMS - ESHA 10/17, ES01568 06/20, ES01803 05/20, UFD137 06/19*,
 UFD429 03/21*, ES00022 04/19, FORMSA 11/12, ES01191 01/16, UF4839 06/21*,
 UFD175 12/20*.

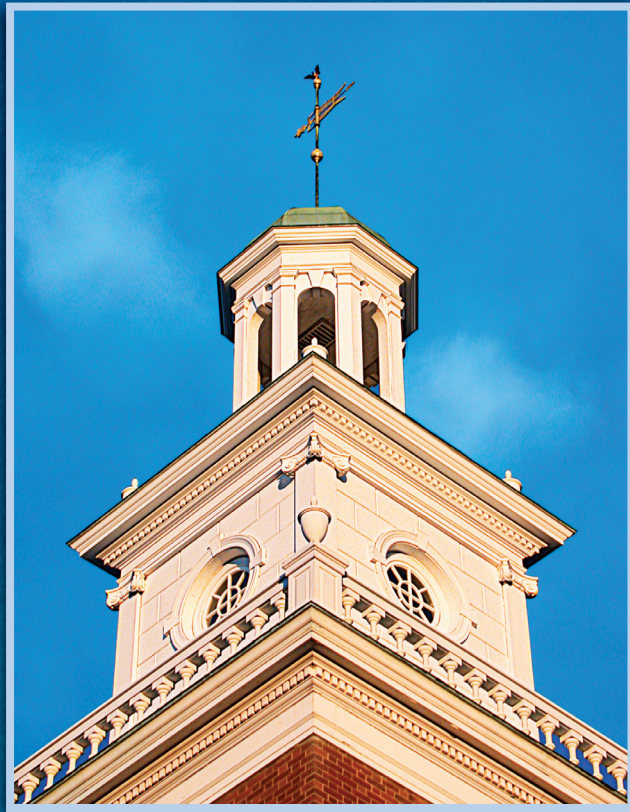
MORTGAGEE
 LN 0427209242
 WELLS FARGO BANK
 ITS SUCCESSORS AND/OR ASSIGNS
 PO BOX 100515
 FLORENCE SC 29502-0515

2ND MORTGAGEE
 LN 0001993308
 BAXTER CREDIT UNION
 340 NORTH MILWAUKEE AVE
 VERNON HILLS IL 60061-1533

NO BUSINESS PURSUITS ARE CONDUCTED AT THE PREMISES, EXCEPT AS FOLLOWS -

APPLICABLE DISCOUNTS AND SELECTED ENDORSEMENTS	PREMIUMS
HOME/AUTO MULTI-POLICY DISCOUNT	INCL ABOVE
YOUR PREMIUM REFLECTS SAVINGS DUE TO A HIGHER DEDUCTIBLE	INCL ABOVE
PREMISES ALARM SYSTEM - CENTRAL	INCL ABOVE
ERIESECURE HOME ADVANTAGE ENDORSEMENT - INCLUDES:	\$ 35.00
\$25,000 IDENTITY RECOVERY AND FRAUD REIMBURSEMENT	
COVERAGE - \$250 DEDUCTIBLE APPLIES	
INCREASED POLICY LIMITS FOR TREES, SHRUBS, PLANTS AND LAWNS	
INCREASED POLICY LIMITS UP TO	
\$5,000 FOR THEFT, MISPLACEMENT OR LOSING OF JEWELRY, FURS,	
SILVERWARE, GUNS AND TRADING CARDS (\$3,000 MAXIMUM LIMIT PER ITEM)	
\$750 FOR MONEY	
\$2,500 FOR EVIDENCE OF DEBT	
\$500 FOR THEFT OF MEDIA FROM A MOTOR VEHICLE	
\$1,000 FOR LOCK REPLACEMENT	
\$2,500 FOR TRAILERS	
\$2,500 FOR WATERCRAFT	
\$ 618,500 FOR ORDINANCE OR LAW	
SEWER OR DRAIN UP TO \$10,000 (\$1,000 DEDUCTIBLE APPLIES)	\$ 71.00

Q57 0404641



ErieSecure Home[®] Insurance Policy

Pennsylvania



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THANK YOU

for choosing Erie Insurance for your home insurance needs. This policy contains many Xtra Protection Features. Wherever an “X” appears in the margin of this policy, you receive Xtra Protection that is not included in most other homeowners policies. The protection given by this policy is in keeping with the single purpose of our Founders which is “To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST.”

AGREEMENT

In return for “your” timely premium payment and “your” compliance with all of the provisions of this policy, “we” agree to provide the coverages “you” have purchased. “Your” coverages and amounts of insurance are shown on the “Declarations,” which are part of this policy.

This agreement is made in reliance on the information “you” have given “us,” and is subject to all the terms of this policy.

This policy, with coverage agreements, limitations, exclusions and conditions, the “Declarations” and applicable endorsements and waivers, constitute the entire agreement between “you” and “us.”

GENERAL POLICY DEFINITIONS

Throughout this policy and its endorsements, the following words and phrases have a special meaning when they appear in bold type and quotations.

- “**Aircraft**” means any machine or device capable of atmospheric flight except model airplanes and unmanned aerial vehicles used for recreational purposes designed for use within sight of the operator.
- “**Anyone we protect**” means “you” and the following “residents” of “your” household:
 1. relatives and wards; and
 2. other persons in the care of “**anyone we protect**.”

Under PROPERTY PROTECTION – SECTION I, OUR PROMISE – Personal Property Coverage, OUR PROMISE - Loss Of Use Coverage, ADDITIONAL PAYMENTS (but only for Personal Property Coverage and Loss Of Use Coverage) and HOME AND FAMILY LIABILITY PROTECTION – SECTION II, “**anyone we protect**” also means:

3. a Domestic Partner named on the “**Declarations**.”

Under HOME AND FAMILY LIABILITY PROTECTION – SECTION II, “**anyone we protect**” also means:

4. any person or organization legally responsible for animals or watercraft which are owned by “you,” or any person included in Item 1. or 2., and covered by this policy. Any person or organization using or having custody of these animals or watercraft in the course of any “**business**,” or without permission of the owner is not “**anyone we protect**.”
 5. any person with respect to any vehicle covered by this policy. Any person using or having custody of this vehicle in the course of any “**business**” use, or without permission of the owner is not “**anyone we protect**.”
- “**Bodily injury**” means physical harm, sickness or disease, including mental anguish or resulting death, but does not include:
 1. any communicable disease or condition transmitted by “**anyone we protect**” to any other person through a parasite, virus, bacteria or any other organism.
 2. the exposure to or transmission of any disease, parasite, virus, bacteria or other organism by “**anyone we protect**” to any other person.
 - “**Business**” means any full-time, part-time or occasional activity engaged in as a trade, profession or occupation, including farming.
 - “**Declarations**” means “our” form which shows “your” coverages, amounts of insurance, premium charges and other information.

This form is part of this policy. “**Declarations**” include forms titled Amended Declarations, Revised Declarations, Duplicate Declarations, New Declarations, Reinstatement of Coverage or Continuation Notice.

- “**Fungi**” means any type or form of fungus, including but not limited to molds, mildews, smuts, mushrooms, yeasts and any mycotoxins, spores, scents, vapors, gases or by-products produced by, arising out of or released by any type or form of fungus.
- Under HOME AND FAMILY LIABILITY PROTECTION – SECTION II, “**fungi**” does not include any type or form of “**fungi**” that are, are on, or are contained in any good or product intended for consumption.
- “**Insured location**” means:
 1. the “**residence premises**,”
 2. the part of any other premises, other structures and grounds acquired by “you” during the policy period which “you” intend to use as a “**residence premises**,”
 3. any premises used by “**anyone we protect**” in connection with premises included in Item 1. or 2.;

4. any part of a nonowned premises:
 - a. where **"anyone we protect"** is temporarily residing; or
 - b. occasionally rented to **"anyone we protect"** for purposes not related to any **"business;"**
 5. vacant land, other than farmland, owned by or rented to **"anyone we protect;"**
 6. land owned by or rented to **"anyone we protect"** on which a one or two family residence is being built for occupancy by **"anyone we protect;"** and
 7. cemetery plots or burial vaults of **"anyone we protect."**
- X • **"Medical expense"** means reasonable charges for necessary medical, surgical, x-ray and dental services, including prosthetic devices, eyeglasses, contacts, hearing aids and pharmaceuticals; and also includes ambulance, hospital, licensed nursing and funeral services.
 - X • **"Occurrence"** means an accident, including continuous or repeated exposure to the same general harmful conditions.
 - X • **"Personal injury"** means injury arising out of:
 1. libel, slander or defamation of character;
 2. false arrest, wrongful detention or imprisonment, malicious prosecution;
 3. discrimination based on race, religion, or any other protected class;
 4. wrongful entry or eviction, invasion of privacy;
 5. electronic aggression, including cyberbullying, that occurs through technology or social media by **"anyone we protect"** under the age of 18; or
 6. humiliation caused by any of these.
 - **"Property damage"** means:
 1. physical injury to or destruction of tangible property, including loss of its use. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
 2. loss of use of tangible property which is not physically injured or destroyed. All such loss of use will be deemed to occur at the time of the **"occurrence."**
 - **"Replacement cost"** means:
 1. in the case of loss or damage to buildings, the cost at the time of loss to repair or replace the damaged property with new materials of like kind and quality for the same use at the described location.
 2. in the case of loss or damage to personal property, the cost at the time of loss of a new article identical to the one damaged, destroyed or stolen. If the identical article is no longer manufactured or is not available, **"replacement cost"** means the cost of a new article simi-

lar to that damaged, destroyed or stolen and which is of comparable quality and usefulness.

- **"Residence employee"** means an employee of **"anyone we protect"** who performs duties in connection with the maintenance or use of the **"residence premises,"** including similar duties elsewhere, not in connection with the **"business"** of **"anyone we protect."**
- **"Residence premises"** means the dwelling where **"you"** reside, including the structures and grounds, or that part of any other building where **"you"** reside and which is shown as **"residence premises"** on the **"Declarations."**
- **"Resident"** means a person who physically lives with **"you"** in **"your"** household. **"Your"** unmarried, unemancipated children under age 24 attending school full-time and living away from home will be considered **"residents"** of **"your"** household.
- **"We," "us" or "our"** means the Erie Insurance Company.
- **"You," "your" or "Named Insured"** means the person(s) named on the **"Declarations"** under **"Named Insured."** Except in the RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) named in Item 1. on the **"Declarations"** provided the spouse is a **"resident."**

PROPERTY PROTECTION-SECTION I

OUR PROMISE – Dwelling Coverage

"We" will pay for loss to:

1. **"your"** dwelling which includes **"your"** manufactured home at the **"residence premises"** shown on the **"Declarations."** This includes attached structures, building equipment, fixtures, including solar panels and windmills servicing the premises. It also includes accessories which service and are connected to **"your"** manufactured home.
2. construction material at the **"residence premises"** for use in connection with **"your"** dwelling.

This coverage does not apply to land and water, including natural water, above or below the surface of the ground.

OUR PROMISE – Other Structures Coverage

"We" will pay for loss to:

1. other structures at the **"residence premises"** separated from the dwelling, including garages, fences, shelters, tool sheds or carports.

Structures connected to the dwelling by only a fence, utility line or similar connection are considered to be other structures.

2. construction material at the **"residence premises"** for use in connection with **"your"** other structures.

"We" do not pay for loss to structures:

1. used in whole or in part for **"business"** purposes (except rental or holding for rental of structures used for private garage purposes); or
2. used to store **"business"** property. However, if the **"business"** property is solely owned by **"anyone we protect,"** **"we"** do provide coverage for the structure. The **"business"** property may not include gaseous or liquid fuel, unless the fuel is in a fuel tank that is permanently installed in a vehicle or craft which is parked or stored in the structure.

This coverage does not apply to land and water, including natural water, above or below the surface of the ground.

OUR PROMISE – Personal Property Coverage

"We" will pay for loss to:

1. personal property owned or used by **"anyone we protect"** anywhere in the world.
2. at **"your"** option, personal property owned by others while the property is on **"your"** **"residence premises."**
3. at **"your"** option, personal property of:
 - a. guests and **"residence employees"** while the property is in a residence occupied by **"anyone we protect;"** and

X b. **"residence employees"** away from the **"residence premises"** while actually engaged in the service of **"anyone we protect."**

X 4. at **"your"** option, building additions, alterations, fixtures, improvements or installations made, or acquired at **"your"** expense, by **"you"** to residences occupied by, but not owned by **"you"** for an amount not exceeding 10% of the amount of insurance under this coverage. Payment will not increase the applicable amount of insurance under this policy.

5. cemetery property, including monuments, headstones, gravemarkers, and urns in which **"anyone we protect"** has an ownership interest.

X 6. animals, birds and fish, but only while on the **"residence premises,"** for the following perils to the extent covered under PERILS WE INSURE AGAINST:

- a. fire or lightning;
- b. windstorm or hail;
- c. explosion or sonic boom;
- d. riot or civil commotion;
- e. **"aircraft"** or vehicles;
- f. smoke; or
- g. vandalism or malicious mischief.

7. electronic apparatus and equipment:

- a. while in or upon a motor vehicle or other motorized land conveyance; and
- b. if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes cellular phones, fax machines, radios, tape and disc players, and similar equipment or devices for the recording, reproduction, receiving, or transmitting of sound or pictures. Electronic apparatus also includes accessories used in conjunction with such apparatus, including antennas, tapes, wires, records, discs or other media.

When there is loss of tapes, compact discs or similar media by theft from a motor vehicle or other motorized land conveyance, **"we"** will pay up to \$150 for the tapes, compact discs or similar media.

8. personal property usually situated at any residence owned or occupied by **"anyone we protect"** other than a **"residence premises."**
9. personal property of a student **"we"** protect while at a residence away from home. This coverage is not subject to the 10% of Personal Property Coverage under SPECIAL LIMITS - Personal Property Coverage.

"We" do not pay for loss to:

1. land motor vehicles and parts. **"We"** do cover vehicles not subject to motor vehicle registration which are:
 - a. designed to assist the handicapped;
 - b. used solely to service the **"residence premises;"** or
 - c. low-power recreational land motor vehicles not designed for use on public roads, but only if they are not built, customized or altered to surpass a speed of 10 miles per hour and are not a motorized bicycle, moped, skateboard, scooter or motor bike.
2. **"aircraft"** and parts.
3. electronic apparatus and equipment which is solely powered from the electrical system of motor vehicles or any other motorized land conveyances.
4. property rented or held for rental to others away from the **"residence premises."**
5. property of roomers, boarders or tenants not related to **"anyone we protect."**
6. any of the following:
 - a. books of account, drawings, or other paper records containing **"business"** data; or
 - b. electronic data processing tapes, wires, records, discs, or other software media containing **"business"** data. This includes **"business"** data stored in computers and related equipment.

However, “**we**” do cover the cost of unexposed or blank records or media.

7. radar detectors.
8. property specifically insured by this or any other insurance.
9. except as provided under SPECIAL LIMITS - Personal Property Coverage, property pertaining to a “**business**” conducted away from the “**residence premises**,” unless at the time of loss such property is on the “**residence premises**.” However, “**we**” do not cover such property on the “**residence premises**” while it is stored, held as samples, or held for sale or delivery after sale.
10. land and water, including natural water, above or below the surface of the ground.

\$3,000

Theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, pewterware, platinumware and platinum-plated ware

X

\$2,500

Property on the “**residence premises**” used primarily for “**business**” purposes conducted on the “**residence premises**,” including property in storage, held as samples, or held for sale or delivery after sale

\$500

Property away from the “**residence premises**,” used primarily for “**business**” purposes regardless of whether the “**business**” is conducted on or away from the “**residence premises**”

SPECIAL LIMITS – Personal Property Coverage

Limitations apply to the following personal property. These limitations do not increase the amount of insurance under Personal Property Coverage:

Total Amount Of Insurance In Any One Loss	Description Of Personal Property Subject To Limitations
\$500	Animals, birds and fish
X \$500	Money, travelers checks, stored value cards, bank notes, bullion, numismatic property, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware, platinum other than platinumware or platinum-plated ware
\$1,000	Theft, misplacing or losing of trading cards, including sports cards
X \$2,000	Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, stamps and philatelic property
X \$2,000	Trailers and campers not otherwise insured, whether licensed or not
X \$2,000	Watercraft, including their trailers, whether licensed or not, furnishings, equipment and outboard motors
X \$2,000	Manuscripts
X \$3,000	Theft, misplacing or losing of guns and related equipment
X \$3,000	Theft, misplacing or losing of jewelry, watches, precious and semi-precious stones
X \$3,000	Theft, misplacing or losing of furs

10% of Personal Property Coverage (but not less than \$2,000)

Personal property usually situated at any residence owned or occupied by “**anyone we protect**” other than a “**residence premises**.” Personal property in a newly-acquired principal residence is not subject to this limitation for the 30 days immediately after “**you**” begin to move property there.

X

OUR PROMISE – Loss Of Use Coverage

No Deductible Applies

These coverages are not limited by the expiration of this policy. Coverage also applies to loss at a covered secondary location. “**We**” will not pay for loss or expense due to the cancellation of any lease or agreement.

Additional Living Expenses

If an insured property loss covered under PROPERTY PROTECTION – SECTION I, OUR PROMISE – Dwelling Coverage, OUR PROMISE – Other Structures Coverage or OUR PROMISE – Personal Property Coverage, makes “**your**” “**residence premises**” uninhabitable, “**we**” will pay all reasonable additional living expenses while “**you**” and members of “**your**” household reside elsewhere.

Payment will be for the shortest time required to repair or replace the premises or, if “**you**” choose, for “**you**” to permanently relocate. These payments will not exceed a 12 month period.

Fair Rental Value

“**We**” will also pay for “**your**” loss of normal rents resulting from the covered loss, less charges and expenses which do not continue while the rented part of the “**residence premises**” is uninhabitable. “**We**” will pay this loss of normal rents only until the rented part is habitable. These payments will not exceed a 12 month period.

Civil Authority

If a loss from a peril covered under PERILS WE INSURE AGAINST occurs at a neighboring premises, “**we**” will pay additional living expenses and loss of normal rents for up to two weeks should civil authorities prohibit “**you**” from occupying “**your**” premises.

PERILS WE INSURE AGAINST – Dwelling And Other Structures Coverages

“**We**” pay for direct physical loss to property insured under Dwelling And Other Structures Coverages, unless the loss is excluded elsewhere under this policy.

EXCLUSIONS – What We Do Not Cover – Dwelling And Other Structures Coverages

“**We**” do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence, to the loss:

1. by collapse, other than as provided in ADDITIONAL PAYMENTS, Collapse. Any ensuing loss not excluded is covered.
2. caused by freezing by temperature reduction of a plumbing, heating, air conditioning, gutters and drain spouts, or fire protective system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed. Any ensuing loss not excluded is covered.

There is coverage if “**you**” have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.
3. by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, deck, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock. Any ensuing loss not excluded is covered.
4. caused by constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning, or fire protective system, or a household appliance. Any ensuing loss not excluded is covered.

However, there is coverage if the loss is sudden and accidental.

5. caused by:
 - a. termites, vermin, insects, rodents, birds (except glass breakage), skunks, raccoons, spiders, reptiles or bats;
 - b. mechanical breakdown, deterioration, wear and tear, marring, inherent vice, latent defect, tree roots, rust or smog;

- c. the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- d. smoke, unless the loss is sudden and accidental. Smoke from agricultural smudging or industrial operations is not covered even if the loss is sudden and accidental; or
- e. bulging, cracking, expansion, settling or shrinking in ceilings, foundations, floors, patios, decks, pavements, roofs or walls.

If Items a. through e. above cause water damage not otherwise excluded, from a plumbing, heating, air conditioning, or fire protective system, household appliance, waterbed or aquarium, “**we**” cover loss caused by the water. For the purposes of this exception, a plumbing system or household appliance does not include a:

- a. sump, sump pump or related equipment; or
- b. roof drain, gutter, downspout or similar fixtures or equipment.

Coverage includes the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. This does not include loss to the defective system or appliance (other than a waterbed or aquarium) from which the water escaped.

Any ensuing loss not excluded is covered.

6. caused by animals or birds kept by “**anyone we protect**” or kept by a “**residence employee**” of “**anyone we protect**.” Any ensuing loss not excluded is covered.
7. by theft of property from within a dwelling under construction unless that property has become a part of the building, or theft of materials and supplies for use in the construction until the dwelling is completed and occupied. Any ensuing loss not excluded is covered.
8. by earth movement, due to natural or manmade events, meaning earthquake, including land shock waves, or tremors before, during, or after a volcanic eruption, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth sinking, rising or shifting. Coverage is provided for direct loss caused by fire, explosion, theft or breakage of glass resulting from earth movement, mine subsidence, sinkhole, landslide, mudslide, mud flow, or earth sinking, rising or shifting.
9. by water damage, meaning:
 - a. flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge or overflow of a body of water. “**We**” do not cover spray from any of these, whether or not driven by wind;
 - b. water or sewage which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or any other

X

system designed to remove subsurface water which is drained from the foundation area.

This exclusion does not apply if Sewers Or Drains Backup Coverage is shown on the **"Declarations."** However, the amount shown on the **"Declarations"** is the maximum amount **"we"** will pay for any one direct loss caused by water or sewage which backs up through sewers or drains, or which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;

- c. water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a building or other structure, including sidewalks, driveways, foundations, pavements, patios, swimming pools or decks; or
- d. waterborne material carried or otherwise moved by any of the water referred to in this exclusion.

This exclusion applies, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

"We" do pay for direct loss that follows, caused by fire, explosion, sonic boom or theft.

- 10. by power interruption if the interruption originates away from the **"residence premises."** If a covered loss ensues on the **"residence premises"** as a result of a power interruption originating off premises, **"we"** will pay for the covered ensuing loss on premises.
- 11. by war, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an **"occurrence."**
- 12. by nuclear action or radiation or radioactive contamination, however caused. Nuclear action includes nuclear reaction, discharge, radiation or radioactive contamination, whether manmade or occurring naturally.

Loss caused by nuclear action is not considered loss by fire, explosion, sonic boom or smoke.

If loss by fire results, **"we"** will pay for that resulting loss.
- 13. by radon gas contamination.
- 14. by the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy.
"We" do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
- 15. by neglect of **"anyone we protect"** to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by a peril covered under PERILS WE INSURE AGAINST.

- 16. by intentional loss, meaning any loss arising from an act committed by or at the direction of **"anyone we protect"** or any additional insured listed on the **"Declarations"** with the intent to cause a loss.

However, this exclusion will not apply to deny payment to **"anyone we protect"** who did not cooperate in or contribute to the creation of the loss if the loss:

- a. is otherwise covered under Dwelling And Other Structures Coverages in this policy; and
- b. arises out of abuse to **"anyone we protect,"** who is innocent, by **"anyone we protect."**

With respect to this provision, abuse means:

- a. abuse as defined in the Pennsylvania Protection from Abuse Act; or
- b. attempting to cause or intentionally, knowingly or recklessly causing damage to covered property so as to intimidate or attempt to control the behavior of another person.

If **"we"** pay a claim under this provision, **"our"** payment to **"anyone we protect"** who is innocent is limited to that innocent individual's insurable interest in the property. In no event will **"we"** pay more than the limit of liability.

- 17. by acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- 18. by the destruction, confiscation or seizure of property by order of any governmental or civil authority. **"We"** do cover loss caused by actions of governmental or civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
- 19. by the inability to correctly process, recognize, distinguish, interpret or accept any date or time for loss or damage to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data.

"We" will not pay for:
 - a. any repair, restoration, replacement or modification to correct any deficiencies or change any features or functions; or
 - b. loss or damage, regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.
- 20. by weather conditions if any peril excluded by this policy contributes to the loss in any way.
- 21. caused by, resulting from, contributed to or aggravated by faulty or inadequate:
 - a. planning, zoning, development;
 - b. design, development of specifications, workmanship, construction;

- c. materials used in construction; or
- d. maintenance

of or related to property whether on or off the “**residence premises**” by any person, group, organization or governmental body. Any ensuing loss not excluded is covered.

- 22. by color mismatch because of weathering, fading, oxidizing, or wear and tear between the existing undamaged roof and/or siding on the dwelling and/or structure and new materials used to repair or replace the damaged roof and/or siding on the dwelling and/or structure.
- 23. by mismatch because materials are unavailable, obsolete, or discontinued between the existing undamaged roof and/or siding on the dwelling and/or structure and new material used to repair or replace the damaged roof and/or siding on the dwelling and/or structure.
- 24. by “**fungi**,” wet or dry rot or bacteria, meaning the presence, growth, proliferation, spread or any activity of “**fungi**,” wet or dry rot or bacteria other than as provided under ADDITIONAL PAYMENTS, Fungi, Wet Or Dry Rot Or Bacteria Coverage.

PERILS WE INSURE AGAINST – Personal Property Coverage

- X “**We**” pay for direct physical loss to property insured under Personal Property Coverage, unless the loss is excluded elsewhere under this policy.

EXCLUSIONS – What We Do Not Cover – Personal Property Coverage

“**We**” do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence, to the loss:

- 1. by collapse, other than as provided in ADDITIONAL PAYMENTS, Collapse. Any ensuing loss not excluded is covered.
- 2. caused by freezing by temperature reduction of a plumbing, heating, air conditioning, gutters and drain spouts, or fire protective system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed. Any ensuing loss not excluded is covered.

There is coverage if “**you**” have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water.
- 3. by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, deck, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock. Any ensuing loss not excluded is covered.

- 4. caused by constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning, or fire protective system, or a household appliance. Any ensuing loss not excluded is covered.

However, there is coverage if the loss is sudden and accidental.

- 5. caused by:
 - a. termites, vermin, insects, rodents, birds (except glass breakage), skunks, raccoons, spiders, reptiles or bats;
 - b. mechanical breakdown, deterioration, wear and tear, marring, inherent vice, latent defect, tree roots, rust or smog;
 - c. the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - d. smoke, unless the loss is sudden and accidental. Smoke from agricultural smudging or industrial operations is not covered even if the loss is sudden and accidental; or
 - e. bulging, cracking, expansion, settling or shrinking in ceilings, foundations, floors, patios, decks, pavements, roofs or walls.

If Items a. through e. above cause water damage not otherwise excluded, from a plumbing, heating, air conditioning, or fire protective system, household appliance, waterbed or aquarium, “**we**” cover loss caused by the water. For the purposes of this exception, a plumbing system or household appliance does not include a:

- a. sump, sump pump or related equipment; or
- b. roof drain, gutter, downspout or similar fixtures or equipment.

Coverage includes the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. This does not include loss to the defective system or appliance (other than a waterbed or aquarium) from which the water escaped.

Any ensuing loss not excluded is covered.

- 6. caused by animals or birds kept by “**anyone we protect**” or kept by a “**residence employee**” of “**anyone we protect**.” Any ensuing loss not excluded is covered.
- 7. by theft of property from within a dwelling under construction unless that property has become a part of the building, or theft of materials and supplies for use in the construction until the dwelling is completed and occupied. Any ensuing loss not excluded is covered.
- 8. by earth movement, due to natural or manmade events, meaning earthquake, including land shock waves, or tremors before, during, or after a volcanic eruption, mine subsidence, sinkhole, landslide, mudslide, mud flow, earth

sinking, rising or shifting. Coverage is provided for direct loss caused by fire, explosion, theft or breakage of glass resulting from earth movement, mine subsidence, sinkhole, landslide, mudslide, mud flow, or earth sinking, rising or shifting.

9. by water damage, meaning:

- a. flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, storm surge or overflow of a body of water. **"We"** do not cover spray from any of these, whether or not driven by wind;
- b. water or sewage which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area.

This exclusion does not apply if Sewers Or Drains Backup Coverage is shown on the **"Declarations."** However, the amount shown on the **"Declarations"** is the maximum amount **"we"** will pay for any one direct loss caused by water or sewage which backs up through sewers or drains, or which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;

- c. water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a building or other structure, including sidewalks, driveways, foundations, pavements, patios, swimming pools or decks; or
- d. waterborne material carried or otherwise moved by any of the water referred to in this exclusion.

This exclusion applies, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

"We" do pay for direct loss that follows, caused by fire, explosion, sonic boom or theft.

- X 10. by power interruption if the interruption originates away from the **"residence premises."** If a covered loss ensues on the **"residence premises"** as a result of a power interruption originating off premises, **"we"** will pay for the covered ensuing loss on premises. This exclusion does not apply to loss to the contents of refrigerator or freezer units on the **"residence premises"** (other than contents used for **"business"** purposes) resulting from either power or mechanical failure.

- X 11. by war, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an **"occurrence."**

12. by nuclear action or radiation or radioactive contamination, however caused. Nuclear action includes nuclear re-

action, discharge, radiation or radioactive contamination, whether manmade or occurring naturally.

Loss caused by nuclear action is not considered loss by fire, explosion, or smoke.

If loss by fire results, **"we"** will pay for that resulting loss.

13. by radon gas contamination.
14. by the enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. **"We"** do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
15. by neglect of **"anyone we protect"** to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by a peril covered under PERILS WE INSURE AGAINST.
16. by intentional loss, meaning any loss arising from an act committed by or at the direction of **"anyone we protect"** or any additional insured listed on the **"Declarations"** with the intent to cause a loss.

However, this exclusion will not apply to deny payment to **"anyone we protect"** who did not cooperate in or contribute to the creation of the loss if the loss:

- a. is otherwise covered under Personal Property Coverage in this policy; and
- b. arises out of abuse to **"anyone we protect,"** who is innocent, by **"anyone we protect."**

With respect to this provision, abuse means:

- a. abuse as defined in the Pennsylvania Protection from Abuse Act; or
- b. attempting to cause or intentionally, knowingly or recklessly causing damage to covered property so as to intimidate or attempt to control the behavior of another person.

If **"we"** pay a claim under this provision, **"our"** payment to **"anyone we protect"** who is innocent is limited to that innocent individual's insurable interest in the property. In no event will **"we"** pay more than the limit of liability.

17. by acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
18. by the destruction, confiscation or seizure of property by order of any governmental or civil authority. **"We"** do cover loss caused by actions of governmental or civil authorities to prevent the spread of a fire caused by a peril covered under PERILS WE INSURE AGAINST.
19. by the inability to correctly process, recognize, distinguish, interpret or accept any date or time for loss or damage to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data.

"We" will not pay for:

- a. any repair, restoration, replacement or modification to correct any deficiencies or change any features or functions; or
 - b. loss or damage, regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.
20. caused by, resulting from, contributed to or aggravated by faulty or inadequate:
- a. planning, zoning, development;
 - b. design, development of specifications, workmanship, construction;
 - c. materials used in construction; or
 - d. maintenance
- of or related to property whether on or off the **"residence premises"** by any person, group, organization or governmental body. Any ensuing loss not excluded is covered.
21. caused solely by breakage of eyeglasses, glassware, statuary, marble, bronzes, bric-a-brac, porcelains, jewelry, watches, cameras, photographic lenses and similar fragile articles. There is coverage for breakage of the property by or resulting from fire, lightning, windstorm, hail, explosion, sonic boom, riot or civil commotion, **"aircraft,"** vehicles, smoke (unless caused by agricultural smudging or industrial operations), vandalism or malicious mischief, theft including attempted theft, water unless otherwise excluded, and sudden and accidental tearing apart, cracking, burning or bulging of a steam, hot water or air conditioning system.
22. by dampness of atmosphere or extremes of temperature unless the loss is directly caused by rain, snow, sleet or hail.
23. by damage to property (other than jewelry, watches and furs) being refinished, renovated or repaired.
24. by collision (other than collision with a vehicle), sinking, swamping or stranding of watercraft including their trailers, furnishings, equipment and outboard motors.
25. by theft while at another dwelling or adjacent structures owned by, rented to, or occupied by **"anyone we protect"** unless **"anyone we protect"** is temporarily residing there.
- This exclusion does not apply to property of a student **"we"** protect while at a residence away from home.
26. by **"fungi,"** wet or dry rot or bacteria, meaning the presence, growth, proliferation, spread or any activity of **"fungi,"** wet or dry rot or bacteria other than as provided under ADDITIONAL PAYMENTS, Fungi, Wet Or Dry Rot Or Bacteria Coverage.

ADDITIONAL PAYMENTS

Automatic Garage Door Opener

"We" will pay up to \$500 for loss to personal property, including the garage door, at the **"residence premises"** resulting from the use or malfunction of an automatic garage door opener. X

Collapse

"We" will pay for direct physical loss to insured property caused by collapse of a building or any part of a building. Collapse means the sudden caving in or falling down of a building or part of a building. Collapse of a building, or part of a building must result in the inability of that property to be used for its current intended purpose.

Collapse does not include a building or part of a building that is in danger of collapsing; a building or part of a building that is standing even if it shows evidences of cracking, bulging, sagging, bending, leaning, settling, shrinkage, expansions; or part of a building still standing but is no longer attached to another part of the building.

"We" will pay for loss to insured property involving collapse of a building or any part of a building caused by one or more of the following:

1. fire or lightning, windstorm or hail, explosion, sonic boom, riot or civil commotion, **"aircraft,"** vehicles, vandalism or malicious mischief, breakage of glass, falling objects, or weight of ice, snow or sleet;
2. hidden decay, or hidden insect or vermin damage not known to **"anyone we protect"** prior to the collapse;
3. weight of people, animals, contents or equipment;
4. weight of rain which collects on a roof; or
5. use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

"We" will not be liable for loss under Item 2., 3., 4. or 5. above to the following property unless the loss is a direct result of the collapse of a building or any part of a building:

- cloth awnings;
 - fences;
 - pavements, patios;
 - swimming pools, decks;
 - underground pipes, flues, drains;
 - cesspools, septic tanks;
 - foundations, retaining walls; or
 - bulkheads, piers, wharves or docks.
- X

Payment will not increase the amount of insurance applying to the loss.

Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection

No Deductible Applies

X **"We"** will pay up to \$2,500 for the legal obligation of **"anyone we protect"** to pay because of theft, forgery or unauthorized use of any credit or electronic fund transfer card or access device, check or negotiable instrument issued to or registered in the name of **"anyone we protect."** **"We"** will also pay for loss each time **"anyone we protect"** unknowingly accepts counterfeit money. **"We"** require evidence of loss.

"We" will not pay for loss arising from any **"business"** operated by **"you"** or loss caused by **"anyone we protect."**

When loss is discovered, **"anyone we protect"** must give **"us"** immediate notice. If the loss involves a credit or electronic fund transfer card or access device, **"anyone we protect"** must also give immediate notice to the issuer of the card or access device. Failure to comply with the terms and conditions of the card or access device voids this protection.

X If a loss occurring during the policy period is discovered within one year after the policy has been cancelled, **"we"** will pay for the loss. If a prior loss is discovered during the policy period and no other insurance applies, **"we"** will pay for the loss. **"We"** have the right to investigate and settle any claim or suit before making payment. Full payment of the amount of insurance ends **"our"** obligation under each claim or suit.

Repeated losses caused by or involving one person are to be considered one loss.

If a claim is made or suit is brought against **"anyone we protect"** for liability under the Credit Card, Electronic Fund Transfer Card Or Access Device Protection, **"we"** will provide a defense. The defense will be at **"our"** expense, with a lawyer **"we"** choose.

"We" have the option under Forgery Protection to defend at **"our"** expense **"anyone we protect"** or their bank against a suit for the enforcement of payment.

Debris Removal After Loss

"We" will pay the expense for removal of:

1. debris of covered property following loss under PERILS WE INSURE AGAINST;
2. ash, dust or particles from volcanic eruption that has caused direct loss to a building or property within a building; or
3. fallen trees which cause damage to covered property, provided coverage is not afforded elsewhere by this policy.

If the amount of insurance applying to the loss is exhausted, **"we"** will pay up to an additional 5% of the amount of insurance applying to the damaged property for removal of debris.

"We" will also pay up to \$1,000 per **"occurrence"** with a limit of \$500 per tree for the removal of fallen trees on the **"residence premises"** if loss is caused by windstorm, hail or weight

of ice, snow or sleet even when covered property is not damaged.

Emergency Removal Of Property

"We" will pay for property damaged in any way while removed from **"your"** **"residence premises"** because of danger from an insured peril. Coverage is limited to a 30-day period from date of removal. Payment will not increase the amount of insurance applying to the loss.

Fire Department Service Charges

No Deductible Applies

"We" will pay all reasonable fire department service charges to save or protect insured property. Payment is in addition to the amount of insurance applying to the loss. X

Fire Extinguisher Recharge

No Deductible Applies

"We" will pay expenses incurred to recharge portable fire extinguishers after they are used to fight a fire. X

Fungi, Wet Or Dry Rot Or Bacteria Coverage

"We" will pay up to a total of \$10,000 for: X

1. direct physical loss to property covered under PROPERTY PROTECTION – SECTION I, OUR PROMISE – Dwelling Coverage, OUR PROMISE - Other Structures Coverage and OUR PROMISE - Personal Property Coverage, caused by, resulting from, or consisting of **"fungi,"** wet or dry rot or bacteria if the direct result of a PERIL WE INSURE AGAINST; and
2. necessary increase in costs which **"you"** incur to maintain **"your"** normal standard of living when the **"residence premises"** is uninhabitable due to a loss caused by, resulting from, or consisting of **"fungi,"** wet or dry rot or bacteria which is the direct result of a PERIL WE INSURE AGAINST.

The \$10,000 limit is the most **"we"** will pay for Items 1. and 2. above.

The coverage provided above is the only coverage under PROPERTY PROTECTION – SECTION I, OUR PROMISE – Dwelling Coverage, OUR PROMISE - Other Structures Coverage, OUR PROMISE - Personal Property Coverage and OUR PROMISE - Loss Of Use Coverage for damage or loss caused by, resulting from, or consisting of **"fungi,"** wet or dry rot or bacteria caused directly or indirectly regardless of any other cause or event contributing concurrently or in any sequence.

The \$10,000 limit is the most **"we"** will pay for the cost:

- a. to remove **"fungi,"** wet or dry rot or bacteria from covered property;
- b. to tear out and replace any part of the building or other covered property as needed to gain access to the **"fungi,"** wet or dry rot or bacteria; and

- c. of any testing of air or property to confirm the absence, presence or level of “**fungi**,” wet or dry rot or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe there is a presence of “**fungi**,” wet or dry rot or bacteria.

The coverage provided above applies only when such loss or costs are the result of a PERIL WE INSURE AGAINST which occurs during the policy period and only if all reasonable means were used to save and protect the property from further damage at or after the time of the “**occurrence**” of the PERIL WE INSURE AGAINST.

If there is covered loss or damage to covered property, not caused, in whole or in part, by “**fungi**,” wet or dry rot or bacteria, loss payment will not be limited by the terms of this ADDITIONAL PAYMENT, except to the extent that “**fungi**,” wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this ADDITIONAL PAYMENT.

This is additional insurance and is the most “**we**” will pay for the total of all loss or costs payable under this ADDITIONAL PAYMENT regardless of the number of locations insured under this coverage or the number of claims made.

Lock Replacement After Loss

X No Deductible Applies

At “**your**” request, “**we**” will pay up to \$250 to replace keys and locks to the exterior doors of the “**residence premises**,” as well as keys and locks to “**your**” other property (autos, boats, etc.), if the keys are stolen during a theft loss. This coverage does not apply to keys and locks pertaining to “**business**” property.

X “**We**” will pay for replacement of automatic garage door transmitters when a transmitter has been stolen. Coverage is also provided for the cost to reprogram the frequency on additional transmitters and/or the control unit box.

Loss Assessment

“**We**” will reimburse “**you**” for an assessment charged against “**you**” as owner or tenant of the “**residence premises**” by an association or corporation of property owners, minus any other valid and collectible insurance available to the association or corporation covering the same assessment. Under PROPERTY PROTECTION - SECTION I, the assessment must result from a direct loss to property, owned by all the property owners collectively, caused by any of the PERILS WE INSURE AGAINST.

X The most “**we**” will pay for any one assessment arising out of a single “**occurrence**” or covered peril, whether under PROPERTY PROTECTION - SECTION I, HOME AND FAMILY LIABILITY PROTECTION - SECTION II, or both, is \$5,000 or the amount shown on the “**Declarations**.”

If “**you**” are assessed for a covered water loss, “**we**” will pay “**your**” share of the cost of tearing out and replacing any part of

an “**insured location**” necessary to repair the system or appliance.

The policy deductible applies to each dwelling under PROPERTY PROTECTION - SECTION I only.

“**We**” will not pay if the loss is caused by earthquake or land shock waves or tremors which occur before, during or after a volcanic eruption.

“**We**” also will not pay for any loss assessments charged by a governmental body.

Mechanical Servant And Robot Protection

“**We**” will pay up to \$500 for loss to personal property at the “**residence premises**” caused by malfunction of a mechanical servant or robot. X

Nonowned Residences

“**We**” will pay up to \$1,000 for loss by theft, vandalism or malicious mischief to residences occupied by, but not owned by “**anyone we protect**.” X

Ordinance Or Law Coverage

If a loss by a PERIL WE INSURE AGAINST occurs to covered property, or the building containing the covered property, “**we**” will pay for the increased costs incurred due to the enforcement of any ordinance or law that is in force at the time of the loss up to \$20,000. Payment is in addition to the amount of insurance applying to the loss.

“**You**” may use this coverage for:

1. the construction, demolition, renovation or repair of the portion of the building damaged by a PERIL WE INSURE AGAINST;
2. the demolition and reconstruction of the undamaged portion of the building if the entire building must be demolished because of damage by a PERIL WE INSURE AGAINST;
3. the removal or replacement of the undamaged portion of the building because of the repair or replacement of the portion of the building damaged by a PERIL WE INSURE AGAINST; or
4. the removal of debris resulting from the construction, demolition, renovation, repair or replacement of Item 1., 2. or 3.

Ordinance Or Law Coverage does not include coverage for:

1. loss in value to any covered building due to the requirements of any ordinance or law; or
2. the cost to comply with any ordinance or law requiring the testing, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, responding to or assessing the effects of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant in or on any covered building.

Relocation Of Property & Property In Danger

No Deductible Applies

1. If **"your"** dwelling is a manufactured home and **"your"** manufactured home is shown on the **"Declarations,"** this policy is extended to cover loss to insured property by a PERIL WE INSURE AGAINST while the manufactured home is being moved to or from the insured premises. The new location must be within the continental United States. Coverage will apply proportionately at each location and while in transit.
2. **"We"** will reimburse **"you"** for the reasonable expenses of moving the insured manufactured home because of the danger of damage from a PERIL WE INSURE AGAINST.

Replacement Of Manufactured Home

If **"your"** dwelling is a manufactured home and **"you"** replace the manufactured home shown on the **"Declarations,"** the coverages provided by this policy will apply to the newly-acquired manufactured home. **"You"** must notify **"us"** within 30 days of purchase and pay any additional premium.

Temporary Repairs After Loss

"We" will pay for reasonable and necessary expenses for temporary repairs to protect covered property from further damage after loss by a peril covered under PERILS WE INSURE AGAINST. Payment will not increase the amount of insurance applying to the loss.

Trees, Shrubs, Plants And Lawns

"We" will pay up to an additional 5% of the amount of insurance under Dwelling Coverage for loss to trees, shrubs, plants and lawns at the **"residence premises."**

Coverage applies only to loss caused by the following perils covered under PERILS WE INSURE AGAINST:

1. fire or lightning;
2. explosion or sonic boom;
3. riot or civil commotion;
4. **"aircraft"** or vehicles;
- X 5. smoke; or
6. vandalism, malicious mischief or theft.

"We" will not pay for:

1. more than \$500 on any one tree, shrub or plant;
2. damage to lawns by vehicles owned or operated by a **"resident"** of the **"residence premises,"** or
3. trees, shrubs, plants or lawns grown for **"business"** purposes.

DEDUCTIBLE

"We" will pay for loss minus the deductible shown on the **"Declarations,"** unless otherwise provided in an endorsement. In the event of total loss to the dwelling from a covered peril, the deductible will not apply. X

RIGHTS AND DUTIES – CONDITIONS - SECTION I

ABANDONMENT OF PROPERTY

"We" are not required to accept abandoned property.

APPRAISAL

If **"you"** and **"we"** fail to agree on the amount of loss, on the written demand of either, each party will choose a competent, disinterested and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent, disinterested and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days after both appraisers have been identified, **"you"** or **"we"** can ask a judge of a court of record in the state where **"your"** **"residence premises"** is located to select an umpire.

The appraisers will then set the amount of loss. If the appraisers submit a written report of an agreement to **"us,"** the amount agreed upon will be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other expenses of the appraisal. However, if the written demand for appraisal is made by **"us,"** **"we"** will pay for the reasonable cost of **"your"** appraiser and **"your"** share of the cost of the umpire.

"We" will not be held to have waived any rights by any act relating to the appraisal.

This is not an agreement to arbitrate. The appraisers and umpire are only authorized to determine actual cash value or the cost to repair or replace damaged property. The appraisers and umpire are not authorized to determine if a loss is covered or excluded under the policy.

AUTOMATIC ADJUSTMENT OF COVERAGE AMOUNTS

This policy provides **"you"** with a guard against the effects of inflation in construction costs for **"your"** dwelling, other structures and personal property. X

Dwelling Coverage

The amount of insurance applying to the Dwelling is the **"replacement cost"** at the time of loss. **"We"** will adjust the premium for the next policy period to reflect any change in the **"replacement cost."**

Notification Of Improvements To Dwelling

"You" must notify **"us"** or **"our"** Agent within 90 days of starting any improvements or additions which increase the **"replacement cost"** value of **"your"** Dwelling by \$5,000 or more and pay any additional premium due. **"Your"** premium may be adjusted during the current policy period to reflect the additional amount of insurance. If **"you"** do not notify **"us,"** **"we"** do not cover loss to such improvements or changes.

Other Structures Coverage

The amount of insurance applying to Other Structures Coverage is the amount shown on the **"Declarations."** **"We"** will monitor changes to construction costs due to inflation and at the next policy period **"we"** will adjust the amount of **"your"** Other Structures Coverage if necessary. **"Your"** premium will be adjusted at each policy period to reflect any change.

- X During the policy period, if there is an increase in construction costs due to inflation and a loss occurs, **"we"** will reflect the increase in the amount of insurance before making payment. There will be no charge for this additional coverage.

If the amount of insurance shown on the **"Declarations"** for **"your"** Other Structures Coverage does not adequately cover the value of the property, any adjustments for inflation may not be sufficient to provide full recovery should a loss occur.

If for any reason other than inflation, the amount of insurance shown on the **"Declarations"** for Other Structures Coverage does not adequately cover the value of the property, the amount of insurance shown on the **"Declarations"** will be the full amount available should a loss occur.

Personal Property Coverage

The amount of insurance applying to Personal Property Coverage is the amount shown on the **"Declarations."** Adjustment in this amount will be made proportionately to the adjustment of Other Structures Coverage.

During the policy period, if there is an increase in costs due to inflation and a loss occurs, **"we"** will reflect the increase in the amount of insurance before making payment. There will be no charge for this additional coverage.

If the amount of insurance shown on the **"Declarations"** for **"your"** Personal Property Coverage does not adequately cover the value of the property, any adjustments for inflation may not be sufficient to provide full recovery should a loss occur.

If for any reason other than inflation, the amount of insurance shown on the **"Declarations"** for Personal Property Coverage does not adequately cover the value of the property, the amount of insurance shown on the **"Declarations"** will be the full amount available should a loss occur.

ERIE OPTION

If **"we"** give **"you"** written notice within 15 working days after **"we"** receive **"your"** signed, sworn statement of loss, **"we"** may repair or replace any part of the property damage with equivalent property.

GLASS REPLACEMENT

Loss to glass caused by a peril covered under PERILS WE INSURE AGAINST will be settled on the basis of replacement with safety glazing materials when required by law.

INCREASE OF HAZARD

Unless **"we"** agree beforehand, coverage is suspended if the hazard is substantially increased by any means within the control or knowledge of **"anyone we protect."**

LAWSUITS AGAINST US

"We" may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

LOSS PAYMENT

"We" will settle any claim for loss with **"you."** **"We"** will pay **"you"** unless some other person is named in the policy or is legally entitled to receive payment. **"We"** will pay within 30 days after **"we"** receive **"your"** proof of loss and the amount of loss is finally determined by one of the following:

1. **"we"** have reached an agreement with **"you,"**
2. there is an entry of final judgment; or
3. there is a filing of an appraisal award on **"your"** behalf.

LOSS SETTLEMENT – Dwelling Coverage – Guaranteed Replacement Cost

X

The increased cost incurred to comply with the enforcement of any ordinance or law is not included under this condition, except for coverage that is provided under ADDITIONAL PAYMENTS, Ordinance Or Law Coverage.

"We" will pay no more than the actual cash value of the damage until the actual repair or replacement is completed. When the repair or replacement is completed, **"we"** will pay the additional amount **"you"** actually and necessarily spend to repair or replace the damaged part of the property.

If the property is actually repaired or replaced, payment will not exceed the smallest of the following amounts:

1. the **"replacement cost"** of that part of the dwelling damaged for equivalent construction and use on the same premises; or
2. the amount actually and necessarily spent to repair or replace the damaged dwelling.

When the loss is both less than \$5,000 and less than 5% of the amount of insurance applying to the loss, **"we"** will pay the **"replacement cost"** before actual repair or replacement is completed.

X

"You" may disregard the **"replacement cost"** provision and make claim for loss or damage to buildings on an actual cash value basis. However, **"you"** still have the right to make claim, within 180 days after the loss, for any additional amounts **"we"** will be required to pay under this LOSS SETTLEMENT provision.

LOSS SETTLEMENT – Other Structures Coverage – Replacement Cost

The increased cost incurred to comply with the enforcement of any ordinance or law is not included under this condition, except for coverage that is provided under ADDITIONAL PAYMENTS, Ordinance Or Law Coverage.

"We" will pay no more than the actual cash value of the damage until the actual repair or replacement is completed. When the repair or replacement is completed, **"we"** will pay the additional amount **"you"** actually and necessarily spend to repair or replace the damaged part of the property.

If the property is actually repaired or replaced, payment will not exceed the smallest of the following amounts:

1. the amount of insurance applying to the other structures;
2. the **"replacement cost"** of that part of the other structures damaged for equivalent construction and use on the same premises; or
3. the amount actually and necessarily spent to repair or replace the damaged other structures.

When the loss is both less than \$5,000 and less than 5% of the amount of insurance applying to the loss, **"we"** will pay the **"replacement cost"** before actual repair or replacement is completed.

"You" may disregard the **"replacement cost"** provision and make claim for loss or damage to other structures on an actual cash value basis. However, **"you"** still have the right to make claim, within 180 days after the loss, for any additional amounts **"we"** will be required to pay under this LOSS SETTLEMENT provision.

LOSS SETTLEMENT – Personal Property Coverage – Replacement Cost

The increased cost incurred to comply with the enforcement of any ordinance or law is not included under this condition.

1. Payment will equal the cost at the time of loss of a new article identical to the one damaged, destroyed or stolen. If the identical article is no longer manufactured or is not available, **"we"** will pay the cost of a new article similar to that damaged or destroyed and which is of comparable quality and usefulness. This provision also applies under Damage To Property Of Others coverage as provided under HOME AND FAMILY LIABILITY PROTECTION - SECTION II.
2. **"We"** also cover the cost of repair or replacement of:
 - a. carpeting;
 - b. cloth awnings;

- c. household appliances; and
 - d. outdoor antennas and outdoor equipment.
3. Under Personal Property Coverage, **"we"** do not cover on a **"replacement cost"** basis loss to property:
 - a. unless maintained in good and workable condition;
 - b. unless repaired or replaced;
 - c. which is outdated or obsolete and which is stored or not being used; or
 - d. which by its nature cannot be replaced by a new article including, but not limited to, antiques, fine arts, souvenirs, and collectors' items.

When **"replacement cost"** coverage does not apply because of an exclusion under this section, **"we"** will pay actual cash value at the time of loss.

"We" will pay no more than the actual cash value of the damage until the actual repair or replacement is completed. When the repair or replacement is completed, **"we"** will pay the additional amount **"you"** actually and necessarily spend to repair or replace the damaged part of the property.

If the damage is actually repaired or replaced, **"we"** will pay the smallest of the following amounts for any one item of insured property:

1. **"replacement cost;"**
2. repair cost; or
3. any special limitations described in the policy.

"We" will pay no more than the amount of insurance applying to personal property.

However, when the loss is both less than \$5,000 and less than 5% of the amount of insurance applying to the loss, **"we"** will pay the **"replacement cost"** before actual repair or replacement is completed.

"You" may make claim for loss on an actual cash value basis and then make claim within one year after the loss for any additional amounts **"we"** are required to pay under this LOSS SETTLEMENT provision.

LOSS TO A PAIR OR SET

If there is a loss to a pair or set, **"we"** may:

1. repair or replace any part of the pair or set to restore it to its value before the loss; or
2. pay the difference between actual cash value of the property before and after the loss.

MORTGAGEE OR LIENHOLDER CLAUSE

Loss under Dwelling Coverage or Other Structures Coverage will be payable to mortgagees or lienholders named on the **"Declarations,"** to the extent of their interest and in the order of precedence. The word Lienholder includes loss payee, trustee and mortgagee.

Our Duties

"We" will:

1. protect the mortgagee's or lienholder's interests in an insured building. This protection will not be invalidated by any act or neglect of **"anyone we protect,"** any breach of warranty, increase in hazard, change of ownership, or foreclosure if the mortgagee or lienholder has no knowledge of these conditions;
- X 2. give mortgagee or lienholder 30 days prior notice if **"we"** cancel or refuse to continue this policy; and
3. give mortgagee or lienholder notice if **"you"** cancel this policy.

Mortgagee's Or Lienholder's Duties

The mortgagee or lienholder will:

1. furnish proof of loss within 60 days after receiving notice from **"us"** if **"you"** fail to do so;
2. pay upon demand any premium due if **"you"** fail to do so;
3. notify **"us"** of any change of ownership or occupancy or any increase in hazard of which the mortgagee or lienholder has knowledge;
4. give **"us"** the right of recovery against any party liable for loss. This will not impair the mortgagee's right to recover the full amount of the mortgage debt or the lienholder's right to recover the full amount of the debt;
5. after a loss, permit **"us"** to satisfy the mortgage requirements or debt requirements and receive full transfer of the mortgage or debt and all securities held as collateral to the debt; and
6. at **"our"** request, submit to examinations under oath.

Policy conditions relating to APPRAISAL, LOSS PAYMENT and LAWSUITS AGAINST US apply to the mortgagee or lienholder.

This condition will also apply to any trustee named on the **"Declarations."**

NO BENEFIT TO BAILEE

No bailee will benefit, directly or indirectly, from this insurance.

OTHER INSURANCE

If both this insurance and other insurance apply to a loss, **"we"** will pay **"our"** share. **"Our"** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance, except insurance in the name of an association or corporation of property owners.

If there is other insurance in the name of an association or corporation of property owners covering the same property covered by this policy, the other insurance applies first.

PERMISSION GRANTED TO YOU

Coverage applies even when **"your"** described dwelling is vacant or unoccupied, if **"you"** have used reasonable care to

maintain heat in the building; or shut off the water supply and drain the system and appliances of water.

"You" may make alterations, additions and repairs to **"your"** building, and complete structures under construction.

"You" may waive **"your"** rights to recovery against another involving the insured property. This must be done in writing prior to a loss.

RECOVERED PROPERTY

If **"we"** have made payment on property which has later been recovered by **"you"** or **"us,"** **"you"** or **"we"** will notify the other of the recovery. **"You"** have a right to the recovered property. If the recovered property is returned to or retained by **"you,"** the loss payment will be adjusted based on the amount **"you"** received for the recovered property.

WHAT TO DO WHEN A LOSS HAPPENS

In case of a loss, **"anyone we protect"** must:

1. give **"us"** or **"our"** Agent immediate notice of the loss.
 - a. Hail losses must be reported within one year from the date the hail loss occurred.
 - b. If the loss is due to criminal activity or theft, **"you"** must also notify the police;
2. do whatever possible to recover and protect the property from further damage. If it is necessary to protect the property, **"you"** must make reasonable repairs and keep a record of all repair costs;
3. furnish a complete inventory of damaged property including quantity, actual cash value and amount of loss claimed;
4. produce for examination, with permission to copy, all books of accounts, bills, invoices, receipts, other vouchers and other financial information as **"we"** may reasonably require;
5. show **"us"** or **"our"** representative the damaged property, as often as may be reasonably required;
6. at **"our"** request, separately submit to examinations and statements under oath and sign a transcript of the same;
7. cooperate with **"us"** in **"our"** investigation of a loss and any suits; and
8. send **"us,"** within 60 days after **"our"** request, **"your"** signed and sworn proof of loss statement which includes an explanation of the following:
 - a. time and cause of loss;
 - b. **"your"** interest in the property and the interest of all others involved;
 - c. any encumbrances on the property;
 - d. other policies which may cover the loss;
 - e. any changes in title, use, occupancy or possession of the property which occurred during the policy term;

- f. when required by **"us,"** any plans, specifications and estimates for the repair of the damaged building;
- g. the inventory of damaged property as prepared in Item 3. of this condition;
- h. receipts for any additional living costs as a result of the loss, and records of pertinent rental loss; and
- i. in case of claim under Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection, an affidavit stating amount, time and cause of loss.

HOME AND FAMILY LIABILITY PROTECTION - SECTION II

Personal Liability Coverage includes Bodily Injury Liability Coverage, Property Damage Liability Coverage and Personal Injury Liability Coverage.

OUR PROMISE – Bodily Injury Liability Coverage And Property Damage Liability Coverage

"We" will pay all sums up to the amount shown on the **"Declarations"** which **"anyone we protect"** becomes legally obligated to pay as damages because of **"bodily injury"** or **"property damage"** caused by an **"occurrence"** during the policy period. **"We"** will pay for only **"bodily injury"** or **"property damage"** covered by this policy.

"We" may investigate or settle any claim or suit for damages against **"anyone we protect,"** at **"our"** expense. If **"anyone we protect"** is sued for damages because of **"bodily injury"** or **"property damage"** covered by this policy, **"we"** will provide a defense with a lawyer **"we"** choose, even if the allegations are not true. **"We"** are not obligated to pay any claim or judgment or defend any suit if **"we"** have already used up the amount of insurance by paying a judgment or settlement.

OUR PROMISE – Personal Injury Liability Coverage

"We" will pay all sums up to the amount shown on the **"Declarations"** which **"anyone we protect"** becomes legally obligated to pay as damages because of **"personal injury"** caused by an offense committed during the policy period. **"We"** will pay for only **"personal injury"** covered by this policy.

"We" may investigate or settle any claim or suit for damages against **"anyone we protect,"** at **"our"** expense. If **"anyone we protect"** is sued for damages because of **"personal injury"** covered by this policy, **"we"** will provide a defense with a lawyer **"we"** choose, even if the allegations are not true. **"We"** are not obligated to pay any claim or judgment or defend any suit if **"we"** have already used up the amount of insurance by paying a judgment or settlement.

OUR PROMISE – Medical Payments To Others Coverage

"We" will pay up to the amount shown on the **"Declarations"** for the necessary **"medical expenses"** incurred or medically determined within three years from the date of an accident causing **"bodily injury"** or **"personal injury."** This three-year limitation does not apply to funeral expenses.

This coverage does not apply to **"you"** or regular **"residents"** of **"your"** household, other than **"residence employees."**

To others, **"we"** will pay only in the following situations:

1. to a person on an **"insured location"** with the permission of **"anyone we protect;"** or
2. to a person off an **"insured location"** if the **"bodily injury"** or **"personal injury:"**
 - a. arises out of a condition on an **"insured location"** or adjoining ways;
 - b. is caused by the activities of **"anyone we protect;"**
 - c. is caused by a **"residence employee"** in the course of employment by **"anyone we protect;"** or
 - d. is caused by an animal **"anyone we protect"** owns or is caring for.

Payment under this coverage is not an admission of liability by **"us"** or **"anyone we protect."**

EXCLUSIONS – What We Do Not Cover

Bodily Injury Liability Coverage
Property Damage Liability Coverage
Personal Injury Liability Coverage
Medical Payments To Others Coverage

"We" do not cover under Bodily Injury Liability Coverage, Property Damage Liability Coverage, Personal Injury Liability Coverage and Medical Payments To Others Coverage:

1. **"bodily injury," "property damage"** or **"personal injury"** expected or intended by **"anyone we protect"** even if:
 - a. the degree, kind or quality of the injury or damage is different than what was expected or intended; or
 - b. a different person, entity, real or personal property sustained the injury or damage than was expected or intended.

"We" do cover reasonable acts committed to protect persons and property.

2. **"bodily injury," "property damage"** or **"personal injury"** arising out of **"business"** pursuits of **"anyone we protect."**

"We" do cover:

- a. activities not related to any **"business;"**
- b. **"business"** pursuits of salespersons, collectors, messengers and clerical office workers employed by others. **"We"** do not cover installation, demonstration and servicing operations;

X

- X c. **"business"** pursuits of educators while employed by others as educators, and while acting in the capacity of an educator, including corporal punishment of pupils;
- X d. occasional **"business"** activities of **"anyone we protect."** These include, but are not limited to, babysitting, caddying, lawn care, newspaper delivery and other similar activities. **"We"** do not cover regular **"business"** activities or **"business"** activities for which a person is required to be licensed by the state; and
- X e. the ownership of newly-acquired one or two family dwellings, but only for a period of 30 consecutive days after acquisition unless described on the **"Declarations."**
3. **"bodily injury," "property damage" or "personal injury"** arising out of the rental or holding for rental of the **"residence premises"** by **"anyone we protect."**
- "We"** do cover if the **"residence premises"** is:
- a. occasionally rented or held for rental to others as a residence;
- b. rented or held for rental in part as a residence, unless for the accommodation of more than three roomers or boarders; or
- c. rented or held for rental in part as an office, school, studio or private garage.
4. **"bodily injury," "property damage" or "personal injury"** arising out of the rendering or failing to render professional services. Professional services include, but are not limited to:
- a. any architectural, engineering or industrial design services;
- b. any medical, surgical, dental or other services contributing to the health of persons or animals;
- c. any beauty or barber services;
- d. any legal, accounting or insurance services;
- e. the servicing, installation, or maintenance of computer hardware or software; or
- f. the selling, designing, licensing, consultation, franchising, furnishing or creation of computer hardware or software, including electronic data processing programs, designs, specifications, manuals or instructions.
5. **"bodily injury," "property damage" or "personal injury"** arising out of any premises owned by or rented to **"anyone we protect"** which is not an **"insured location."** This exclusion does not apply to **"bodily injury"** or **"personal injury"** to a **"residence employee"** arising out of and in the course of employment by **"anyone we protect."**
6. **"bodily injury," "property damage" or "personal injury"** arising out of the ownership, maintenance or use of:
- a. **"aircraft,"**
- b. any land motor vehicle owned or operated by or rented or loaned to **"anyone we protect."**
- "We"** do cover motor vehicles if:
- 1) they are used solely at an **"insured location"** and not subject to motor vehicle registration;
- 2) they are kept in dead storage at an **"insured location;"**
- 3) they are a recreational land motor vehicle not designed for use on public roads while at an **"insured location;"**
- 4) they are a low-power recreational land motor vehicle not designed for use on public roads, but only if they are not built, customized or altered to surpass a speed of 10 miles per hour and are not a motorized bicycle, moped, skateboard, scooter or motor bike;
- 5) they are a golf cart, wherever used or located;
- 6) they are a lawn or farm type vehicle or snow blower, wherever used or located, if not subject to motor vehicle registration; or
- 7) they are designed to assist the handicapped.
- c. watercraft:
- 1) owned by or frequently rented to **"anyone we protect"** if it has inboard or inboard-outdrive motor power of more than 75 horsepower;
- 2) owned by or frequently rented to **"anyone we protect"** if it is a sailing vessel 26 feet or more in length; or
- 3) powered by one or more outboard motors with more than 75 total horsepower owned by **"anyone we protect"** at the beginning of the policy period.
- However, if **"anyone we protect"** acquires watercraft, regardless of horsepower, coverage applies until liability coverage is obtained under another policy, but no later than the end of the policy period. If the watercraft is acquired within 60 days of the end of the policy period, **"we"** will provide coverage for a maximum of 60 days. **"We"** have the right to charge **"you"** an additional premium.
- Exclusion 6.c. does not apply while the watercraft is stored on shore.
- Exclusion 6. does not apply to **"bodily injury"** or **"personal injury"** to any **"residence employee"** arising out of and in the course of employment by **"anyone we protect."**
- "We"** do not cover liability arising out of the negligent entrustment of an **"aircraft,"** motor vehicle or watercraft excluded in Exclusion 6.
- "We"** also do not cover statutorily imposed vicarious parental liability for the actions of a child or minor using an

“aircraft,” motor vehicle or watercraft excluded in Exclusion 6.

7. **“bodily injury,” “property damage” or “personal injury”** arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution.

Discharge of a nuclear weapon is considered a warlike act, even if accidental.

8. **“bodily injury” or “personal injury”** which arises out of or results from a communicable disease or condition transmitted by **“anyone we protect”** to any other person.
9. except as provided in paragraph 2.c. under EXCLUSIONS - What We Do Not Cover - Bodily Injury Liability Coverage, Property Damage Liability Coverage, Personal Injury Liability Coverage and Medical Payments To Others Coverage, **“bodily injury,” “property damage” or “personal injury”** which arises out of sexual molestation, corporal punishment, physical abuse or mental abuse by **“anyone we protect.”**
10. **“bodily injury,” “property damage” or “personal injury”** which arises out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed health care professional.
11. **“bodily injury,” “property damage” or “personal injury”** which arises out of the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. punitive or exemplary damages and related defense costs.
13. **“bodily injury,” “property damage” or “personal injury”** arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any **“fungi,”** wet or dry rot or bacteria.
- 14.
- actual or alleged **“bodily injury” or “personal injury”** arising out of the ingestion, inhalation or absorption of lead or lead compounds in any form;
 - actual or alleged **“bodily injury,” “property damage” or “personal injury”** arising out of any form of lead, or lead compounds;
 - any legal obligation of **“anyone we protect”** for indemnification or contribution due to damages arising out of **“bodily injury,” “property damage” or “personal injury”** caused by lead, resulting from paint containing lead or contributed to by any other substance or material containing lead;
 - “bodily injury,” “property damage” or “personal injury”** arising out of the actual or alleged:

- 1) exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
- 2) manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead,

whether or not the lead is now or was at any time airborne as a particle, contained as a product, ingested, inhaled, transmitted in any fashion, or found in any form whatsoever; or

- e. any loss, cost or expense arising out of any:
- 1) request, demand or order that **“anyone we protect”** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead or lead compounds; or
 - 2) claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead or lead compounds in any form.

“We” do not cover under Bodily Injury Liability Coverage, Property Damage Liability Coverage or Personal Injury Liability Coverage:

1. liability assumed under:
 - a. any oral contract or agreement; or
 - b. a contract or agreement in connection with any **“business”** of **“anyone we protect.”**
2. except as provided under HOME AND FAMILY LIABILITY PROTECTION – SECTION II, ADDITIONAL PAYMENTS, Loss Assessment, liability for **“your”** share of any loss assessment charged against all members of an association or corporation of property owners.
3. **“property damage”** to property owned by **“anyone we protect.”**
4. **“property damage”** to property rented to, occupied or used by, or in the care of **“anyone we protect.”** This exclusion does not apply to **“property damage”** caused by fire, explosion, sonic boom or smoke, or by accidental discharge of water from a waterbed or aquarium.
5. **“bodily injury” or “personal injury”** to any person eligible to receive any benefits required to be provided or voluntarily provided by **“anyone we protect”** under any workers compensation, non-occupational disability or occupational disease law.
6. **“bodily injury,” “property damage” or “personal injury”** for which **“anyone we protect”** is covered under any nuclear energy liability policy, or would be covered if its amounts of insurance had not been exhausted.

X

7. **"bodily injury"** or **"personal injury"** arising out of **"business"** pursuits of **"anyone we protect,"** other than **"business"** pursuits covered by this policy.
8. **"bodily injury"** or **"personal injury"** to employees of **"anyone we protect"** arising out of employment.
This exclusion does not apply to **"bodily injury"** to a **"residence employee"** arising out of and in the course of employment by **"anyone we protect."**
9. **"personal injury"** arising out of willful violation of a law or ordinance by **"anyone we protect."**
10. **"personal injury"** arising out of civic or public activities performed for pay by **"anyone we protect."**
11. suits for libel, slander or defamation of character made against **"anyone we protect"** if the publication or statement:
 - a. took place before the effective date of this insurance; or
 - b. was knowingly untrue.
12. **"bodily injury"** or **"personal injury"** to **"you"** and if **"residents"** of **"your"** household, **"your"** relatives, and persons under the age of 21 in **"your"** care or in the care of **"your"** **"resident"** relatives.

Under Medical Payments To Others Coverage **"we"** do not cover **"bodily injury"** or **"personal injury":**

1. to a **"residence employee"** if it occurs off an **"insured location"** and does not arise out of or in the course of employment by **"anyone we protect."**
2. to any person eligible to receive any benefits required to be provided or voluntarily provided under any workers compensation, non-occupational disability or occupational disease law.
3. from any nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
4. to **"anyone we protect"** or other person(s) who resides on the **"insured location,"** except a **"residence employee."**

ADDITIONAL PAYMENTS

Payment for the following is in addition to the amounts of insurance shown on the **"Declarations."**

Claim Expenses

"We" pay:

1. court costs, to defend or settle as **"we"** believe proper, any claim or suit against **"anyone we protect,"** for damages covered under this section. **"Our"** payment of the limit of protection for a settlement, judgment, or deposit in court ends **"our"** duty to pay under this item.
2. expenses incurred, to investigate and defend or settle as **"we"** believe proper, any claim or suit against **"anyone we protect"** for damages covered under this section. **"Our"**

payment of the limit of protection for a settlement, judgment, or deposit in court ends **"our"** duty to pay under this item.

3. post-judgment interest, but only that portion of the post-judgment interest which accrues on that part of any judgment which does not exceed the limit of protection on a suit **"we"** defend. **"Our"** payment, offer in writing, or deposit in court of that part of the judgment that does not exceed the limit of protection ends **"our"** duty to pay any post-judgment interest which accrues after the date of **"our"** payment, written offer or deposit.
4. prejudgment interest or delay damages awarded on that part of any judgment that does not exceed the limit of protection. If **"we"** offer in writing to pay the applicable limit of protection, **"we"** will not pay any prejudgment interest or delay damages for the period of time after the offer.
5. reasonable expenses **"anyone we protect"** may incur at **"our"** request to help **"us"** investigate or defend a claim or suit. This includes up to \$300 a day for actual loss of earnings (but not loss of other income) and vacation time or other benefit loss, limited to those days **"anyone we protect"** attends hearings or trials at **"our"** request. X
6. premiums on the following types of bonds, but not for bond amounts greater than the limit of protection:
 - a. appeal bond in a suit **"we"** defend;
 - b. up to \$500 for a bail bond required because of an accident or related traffic violation involving a vehicle **"we"** insure; and X
 - c. attachment bond to release property of **"anyone we protect"** due to an accident or related traffic violation involving a vehicle covered by this policy.

"We" have no duty to apply for or furnish such bonds.
7. reasonable lawyers' fees up to \$50 which **"anyone we protect"** incurs because of arrest, resulting from an accident involving a vehicle covered by this policy. X

Damage To Property Of Others

"We" pay, on a **"replacement cost"** basis, up to \$1,000 per **"occurrence"** for **"property damage"** to property of others caused by **"anyone we protect."** This coverage also applies to property of others in the possession of **"anyone we protect."**

"We" will not pay for **"property damage":**

1. to the extent of any amount recoverable under SECTION I of this policy;
2. caused intentionally by **"anyone we protect"** who has attained the age of 13;
3. to property owned by **"anyone we protect;"**
4. to property owned by or rented to a tenant of **"anyone we protect"** or a **"resident"** of **"your"** household; or

5. arising out of:
 - a. an act or omission in connection with a premises (other than an **"insured location"**) owned, rented or controlled by **"anyone we protect;"**
 - b. **"business"** pursuits; or
 - c. ownership, maintenance or use of a motor vehicle, **"aircraft"** or watercraft. **"We"** will pay for **"property damage"** to a land motor vehicle designed for recreational use off public roads while in the possession of or caused by **"anyone we protect"** if:
 - 1) not subject to motor vehicle registration; and
 - 2) not owned by **"anyone we protect."**

First Aid Expenses

X **"We"** will pay reasonable expenses for first aid to other persons and animals at the time of an accident involving **"anyone we protect."**

Loss Assessment

"We" will reimburse **"you"** for an assessment charged against **"you"** as owner or tenant of the **"residence premises"** by an association or corporation of property owners, minus any other valid and collectible insurance available to the association or corporation covering the same assessment.

The assessment must result from an **"occurrence"** covered under HOME AND FAMILY LIABILITY PROTECTION - SECTION II.

The most **"we"** will pay for any one assessment arising out of a single **"occurrence"** or covered peril, whether under PROPERTY PROTECTION - SECTION I, HOME AND FAMILY LIABILITY PROTECTION - SECTION II, or both, is \$5,000 or the amount shown on the **"Declarations."**

"We" also will not pay for any loss assessments charged by a governmental body.

RIGHTS AND DUTIES - CONDITIONS - SECTION II

DUTIES OF AN INJURED PERSON – MEDICAL PAYMENTS TO OTHERS COVERAGE

The injured person or someone acting on behalf of that person will:

1. give **"us"** written proof of claim, as soon as possible, under oath if required; and
2. sign papers at **"our"** request to allow **"us"** to obtain medical reports and copies of records.

The injured person will submit to mental and physical examination by doctors selected by **"us"** as often as reasonably re-

quired. **"We"** may pay the injured person or the provider of the services.

LAWSUITS AGAINST US

"We" may not be sued unless there is full compliance with all the terms of this policy.

No one has the right to make **"us"** a party to a suit to determine the liability of **"anyone we protect."**

The legal liability of **"anyone we protect"** must be determined before suit under Personal Liability Coverage may be brought against **"us."** This determination may be by a court of law or by written agreement of all parties, including **"us."**

LIMITS OF PROTECTION

This insurance applies separately to **"anyone we protect."** Regardless of the number of people **"we"** protect, claims made or persons injured, **"our"** total liability under Personal Liability Coverage for damages resulting from one **"occurrence,"** offense, claim or suit will not exceed the amount shown on the **"Declarations"** for Personal Liability Coverage. All **"bodily injury,"** **"property damage"** and **"personal injury"** resulting from one accident or from continuous or repeated exposure to the same general conditions is considered the result of one **"occurrence"** offense, claim or suit.

"Our" total liability under Medical Payments To Others Coverage for all **"medical expense"** payable for **"bodily injury"** and **"personal injury"** to any one person will not exceed the EACH PERSON amount shown on the **"Declarations."**

OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

If at the time of loss there is other insurance in the name of an association or corporation of property owners covering the same property covered by this policy, the insurance afforded by this policy will be excess over the amount recoverable under such other insurance.

WHAT TO DO WHEN AN OCCURRENCE, OFFENSE, CLAIM OR SUIT HAPPENS

When there is an **"occurrence,"** offense, claim or suit **"anyone we protect"** will:

1. notify **"us"** or **"our"** Agent in writing as soon as possible, stating:
 - a. **"your"** name and policy number;
 - b. the time, place, and circumstances of the **"occurrence,"** offense, claim or suit; and
 - c. names and addresses of injured persons and witnesses.

2. give **"us":**
 - a. promptly, any papers that relate to the **"occurrence,"** offense, claim or suit; and
 - b. a signed statement containing all the facts about the **"occurrence,"** offense, claim or suit.
3. at **"our"** request:
 - a. assist in making settlement;
 - b. help **"us"** enforce any right of recovery against any party liable to **"anyone we protect;"**
 - c. cooperate with **"us"** in **"our"** investigation of a loss and any suit;
 - d. attend hearings and trials;
 - e. assist **"us"** in securing and giving evidence and in obtaining the attendance of witnesses;
 - f. separately submit to examinations and statements under oath and sign transcripts of same;
 - g. authorize **"us"** to obtain records and other information;
 - h. answer all reasonable questions about the **"occurrence,"** offense, claim or suit; and
 - i. allow **"us"** to inspect and appraise the damaged property before its repair or disposal.
4. under ADDITIONAL PAYMENTS, Damage To Property Of Others coverage, send **"us,"** within 60 days of **"our"** request, sworn proof of loss.
5. not make payments, assume obligations or incur expenses, except at one's own cost, other than for first aid to other persons and animals at the time of the **"bodily injury."**

RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS - SECTIONS I & II

"We," "you" and anyone else protected by this policy must do certain things in order for the terms of this policy to apply.

ACCOUNTING

If the premium payment plan chosen for this policy includes a service charge or if additional policy fees are incurred, the service charge or fees are paid to the Erie Indemnity Company.

ASSIGNMENT

Interest in this policy may be transferred only with **"our"** written consent. **"We"** may require evidence that all **"Named Insureds"** approve the assignment.

BANKRUPTCY OF ANYONE WE PROTECT

Bankruptcy or insolvency of **"anyone we protect"** or the estate of **"anyone we protect"** will not relieve **"us"** of **"our"** obligations.

CANCELLATION AND NONRENEWAL

Your Right To Cancel

"You" may cancel this policy by mailing or delivering to **"our"** Agent or **"us"** written notice stating at what future date **"you"** want the cancellation to take effect. **"We"** may waive these requirements by confirming the date of cancellation to **"you"** in writing.

Our Right To Cancel Or Refuse To Continue

"We" may cancel or refuse to continue this policy only for the reasons stated below by notifying **"you"** in writing of the date cancellation takes effect.

1. When this policy has been in effect for less than 60 days and is not a renewal with **"us," "we"** may cancel for any reason by notifying **"you"** at least 30 days before the cancellation takes effect.
2. When this policy has been in effect for 60 days, or more, or at any time if it is a renewal with **"us," "we"** may cancel or refuse to continue only for one or more of the following reasons by notifying **"you"** at least 30 days prior to the proposed cancellation date:
 - a. this policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by **"us;"**
 - b. there has been a substantial change or increase in hazard in the risk assumed by **"us"** subsequent to the date the policy was issued;
 - c. there is a substantial increase in hazards insured against by reason of willful or negligent acts or omissions by **"you;"**
 - d. **"you"** have failed to pay the premium by the due date, whether payable to **"us"** or to **"our"** Agent, or under any finance or credit plan; or
 - e. for any other reason approved by the Pennsylvania Insurance Commissioner.

Method Of Giving Notice

Mailing notice to the address shown on the **"Declarations"** will be sufficient proof of notice. The policy period will end on the date and time stated in the notice.

CONCEALMENT, FRAUD OR MISREPRESENTATION

This entire policy is void as to **“anyone we protect”** if, before or after a loss:

1. **“anyone we protect”** has intentionally concealed or misrepresented any material fact or circumstance concerning this insurance;
2. there has been fraud or false swearing by **“anyone we protect”** as to any matter that relates to this insurance or the subject thereof; or
3. **“anyone we protect”** has engaged in fraudulent conduct as to any matter that relates to this insurance or the subject thereof.

In the event of Item 1., 2. or 3., **“we”** will not pay for any loss.

CONTINUOUS POLICY

This policy is a continuous policy. It will continue in force until cancelled by **“you”** or terminated by **“us”** as explained in the CANCELLATION AND NONRENEWAL condition. Each year **“we”** will send **“you”** a **“Declarations”** that shows the premium due for the next policy period.

In return for this service, **“you”** must mail **“us”** written notice prior to the new policy period if **“you”** want to cancel. If **“we”** do not receive this notice, this policy remains in force and **“you”** must pay **“us”** the earned premium due for this time.

COOPERATION

“You” agree to cooperate with **“us”** by:

1. truthfully completing and promptly returning questionnaires and audit forms about this insurance;
2. permitting and helping with inspections and audits; and
3. complying with specific recommendations to improve **“your”** risk.

HOW YOUR POLICY MAY BE CHANGED

This policy conforms to the laws of the state in which **“your”** **“residence premises”** is located. If the laws of the state change, this policy will comply with those changes. **“We”** will give **“you”** the benefit of any changes made by **“us”** if it does not require additional premium. This change will be effective as of the date **“we”** implement the changes in **“your”** state.

“You” may change this policy by asking **“us.”** Asking **“our”** Agent is the same as asking **“us.”** **“Your”** request must contain enough information to identify **“you.”** If **“we”** agree with **“your”** request, **“we”** will then issue a **“Declarations.”** If there is a change in the information used to develop the policy premium, **“we”** may adjust **“your”** premium during the policy period effective as of the date the change occurred. Premium adjustments will be made using the rules and rates in effect for **“our”** use.

OUR RIGHT TO RECOVER FROM OTHERS

After **“we”** make a payment under this policy, **“we”** will have the right to recover from anyone else held responsible for the loss. **“Anyone we protect”** is required to transfer this right to **“us”** and do nothing to harm this right.

Anyone receiving payment from **“us”** and someone else for the same loss will reimburse **“us”** up to **“our”** payment.

“We” will pay all reasonable expenses **“anyone we protect”** may incur at **“our”** request to help **“us”** recover damages from anyone else held responsible. This includes up to \$300 a day for actual loss of earnings, limited to those days **“anyone we protect”** attends hearings or trials at **“our”** request.

This condition does not apply under HOME AND FAMILY LIABILITY PROTECTION – SECTION II, OUR PROMISE - Medical Payments To Others Coverage or ADDITIONAL PAYMENTS, Damage To Property Of Others.

PRIORITY

This insurance will first protect **“you,”** **“your”** spouse residing in **“your”** household and then others **“we”** protect. X

SURVIVORS' COVERAGE

If **“you”** die, the policy will cover:

1. **“anyone we protect”** who is a member of **“your”** household at the time of **“your”** death, but only while a **“resident”** of the **“residence premises;”**
2. anyone having lawful possession of insured property until a representative is appointed; or
3. **“your”** legal representative, but only while performing duties as **“your”** representative.

Coverage under 2. and 3. above will continue until the later of:

1. 180 days after **“your”** death occurs regardless of the policy period as indicated on the **“Declarations;”** unless **“your”** property covered at the time of **“your”** death is sold before that date; or
2. the end of the policy period as indicated on the **“Declarations,”** unless **“your”** property covered at the time of **“your”** death is sold before that date.

TIME OF INCEPTION

If this policy replaces coverage in other policies which end on the inception date of this policy, but at a different time, then this policy will take effect when the other coverage ends.

WHEN AND WHERE THIS POLICY APPLIES

This policy applies to losses that occur during the policy period. The policy period is shown on the **“Declarations.”** Unless otherwise specified on the **“Declarations,”** the policy period begins and ends at 12:01 A.M., Standard Time at the stated address of the **“Named Insured.”**

Under PROPERTY PROTECTION - SECTION I, this policy applies to property losses as designated in the specific coverage and at the location(s) insured under this policy. In addition, personal property is covered while located anywhere in the world.

Under HOME AND FAMILY LIABILITY PROTECTION - SECTION II, this policy applies to **"bodily injury," "property damage"** and **"personal injury"** losses occurring anywhere in the world.

This policy has been signed on **"our"** behalf at Erie, Pennsylvania by **"our"** President and Secretary.



President



Secretary



Home Office • 100 Erie Insurance Place • Erie, PA 16530 • 814.870.2000
Visit our website at erieinsurance.com



Home Office • 100 Erie Insurance Place • Erie, PA 16530 • 814.870.2000
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ESHPA Pennsylvania ErieSecure Home (Ed. 10/17) UF-C314

ERIE INSURANCE
 ERIESECURE
 ES01568 (Ed. 06/20) UF-C973

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA ERIESECURE HOME POLICY CHANGE ENDORSEMENT

(Erie Insurance Exchange only)

AGREEMENT

The AGREEMENT section is deleted and replaced:

In return for **"your"** timely premium payment, **"your"** compliance with all of the provisions of this policy, and **"your"** signing of a **"Subscriber's Agreement"** with Erie Indemnity Company and other **"Subscribers," "we"** agree to provide the coverages **"you"** have purchased. **"Your"** coverages and amounts of insurance are shown on the **"Declarations,"** which are part of this policy.

"Your" signing the **"Subscriber's Agreement,"** which includes a limited power-of-attorney, permits Erie Indemnity Company, as Attorney-in-Fact, to make reciprocal insurance contracts between **"you"** and other **"Subscribers"** and otherwise manage the business of the Erie Insurance Exchange. This power-of-attorney applies only to **"your"** insurance business at the Exchange and is limited to the purposes described in the **"Subscriber's Agreement."**

"Your" responsibility as a **"Subscriber"** is determined by this policy and the **"Subscriber's Agreement."** This policy is not assessable. **"You"** are not liable for the losses of other **"Subscribers."**

This agreement is made in reliance on the information **"you"** have given **"us,"** and is subject to all the terms of this policy.

This policy, all endorsements to it, and the **"Subscriber's Agreement"** constitute the entire agreement between **"you"** and **"us."**

DEFINITIONS

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is defined in the DEFINITIONS section of the policy.

The following definitions are added to your policy:

- **"Subscriber"** means the person(s) who signed the **"Subscriber's Agreement."**

- **"Subscriber's Agreement"** means an agreement, including a limited power-of-attorney, among the **"Subscribers"** and the Erie Indemnity Company, as Attorney-in-Fact.

The following definitions are deleted and replaced:

- **"We," "us" or "our"** means the **"Subscribers"** at Erie Insurance Exchange as represented by their common Attorney-in-Fact, Erie Indemnity Company.
- **"You," "your" or "Named Insured"** means the **"Subscribers"** and other named on the **"Declarations"** under **"Named Insured."** Except in the GENERAL POLICY CONDITIONS Section, these words include the spouse of the **"Subscriber"** if a **"resident"** of the same household.

PROPERTY PROTECTION - SECTION I

OUR PROMISE - Personal Property Coverage

"We" will pay for loss to:

Item 10. is added to the policy:

10. **"Your"** computer, meaning the electronic data or word processing system, including component parts and related hardware. Computer includes smart devices such as tablets, smart watches and mobile phones.

"We" will also pay for loss to **"your"** media meaning, blank discs and magnetic tapes and computer programs, instructional information and allied software available on the current retail market.

SPECIAL LIMITS - Personal Property Coverage

This section is deleted and replaced with the following:

Limitations apply to the following personal property. The amount shown is the total amount in any one loss. These limits do not increase the amount of insurance under Personal Property Coverage:

- \$500 - Animals, birds and fish
- \$500 - Money, travelers checks, stored value cards, bank notes, bullion, numismatic property, gold other than goldware or gold-plated ware, silver other than

silverware or silver-plated ware and platinum other than platinumware

- \$1,000 - Theft, misplacing or losing of trading cards, including sports cards
- \$2,000 - Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, stamps and philatelic property
- \$2,000 - Trailers and campers not otherwise insured, whether licensed or not
- \$2,000 - Watercraft, including their trailers, whether licensed or not, furnishings, equipment and outboard motors
- \$2,000 - Manuscripts
- \$3,000 - Theft, misplacing or losing of guns and related equipment
- \$3,000 - Theft, misplacing or losing of jewelry, watches and precious and semi-precious stones
- \$3,000 - Theft, misplacing or losing of furs
- \$3,000 - Theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, pewterware
- \$2,500 - Property used primarily for "business" purposes conducted on the "**residence premises**," including property in storage, held as samples, or held for sale or delivery after sale
- \$500 - Property away from the "**residence premises**," used primarily for "**business**" purposes regardless of whether the "**business**" is conducted on or away from the "**residence premises**"
- 10% of Personal Property Coverage (but not less than \$2,000) - Personal property usually situated at any residence owned or occupied by "**anyone we protect**" other than a "**residence premises**." Personal property in a newly-acquired principal residence is not subject to this limitation for the 30 days immediately after "**you**" begin to move property there.

RIGHTS AND DUTIES – CONDITIONS – SECTION I

APPRAISAL

This Condition is deleted and replaced with the following:

If "**you**" and "**we**" fail to agree on the actual cash value or cost to repair or replace damage to covered property caused by a peril insured against, either party may make written demand for an appraisal. Each party will select a competent, disinterested and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent, disinterested and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days after both appraisers have been identified, "**you**"

or "**we**" can ask a judge of a court of record in the state where "**your**" "**residence premises**" is located to select an umpire.

The appraisers will then determine the actual cash value or cost to repair or replace damage to covered property caused by a peril insured against. If the appraisers submit a written report of an agreement to "**us**," the amount agreed upon will be the amount owed. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the amount owed.

Each party will pay the appraiser it chooses, and equally bear expenses of the appraisal. However, if the written demand for appraisal is made by "**us**," "**we**" will pay for the reasonable cost of "**your**" appraiser and "**your**" share of the cost of the umpire.

"**We**" will not be held to have waived any rights by any act relating to the appraisal.

This is not an agreement to arbitrate. The appraisers and umpire are only authorized to determine actual cash value or the cost to repair or replace damaged property. The appraisers and umpire are not authorized to determine if a loss is covered or excluded under the policy.

HOME AND FAMILY LIABILITY PROTECTION - SECTION II

EXCLUSIONS - What We Do Not Cover

Exclusion 8. is deleted and replaced with the following:

8. "**bodily injury**" or "**personal injury**" which arises out of or results from a communicable disease or condition transmitted by "**anyone we protect**" to any other person through a parasite, virus, bacteria or any other organism.

RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS – SECTIONS I & II

ACCOUNTING

This Condition is deleted and replaced with the following:

If the premium payment plan chosen for this policy includes a service charge or if additional policy fees are incurred, the service charge or fees are paid to the Erie Indemnity Company.

Erie Indemnity Company may keep up to 25% of the premium written or assumed by Erie Insurance Exchange as compensation for (a) becoming and acting as Attorney-in-Fact, (b) managing the business and affairs of Erie Insurance Exchange, and (c) paying general administrative expenses, including sales commissions, salaries and employee benefits, taxes, rent, depreciation, supplies and data processing.

The rest of the premium will be placed on the books of the Erie Insurance Exchange. "**We**" will deposit or invest this amount as permitted by law. This amount will be used to

pay losses, loss adjustment expenses, investment expenses, damages, legal expenses, court costs, taxes, assessments, licenses, fees, any other governmental fines and charges, establishment of reserves and surplus, and reinsurance, and may be used for dividends and other purposes Erie Indemnity Company decides are to the advantage of the "Subscribers."

OUR RIGHT TO RECOVER FROM OTHERS

This Condition is deleted and replaced with the following:

After "we" make a payment under this policy, "we" will have the right to recover from anyone else held responsible for the loss. This right will not apply under PROPERTY PROTECTION - Section I if "you" have waived it in writing prior to the loss.

Anyone to whom "we" have paid will sign papers and do whatever is required to transfer this right to "us," and do nothing to harm this right.

Anyone receiving payment from "us" and someone else for the same loss will reimburse "us" up to "our" payment less a proportionate share of the costs (including attorney fees) of such recovery.

"We" will pay all reasonable expenses anyone may incur at "our" request to help "us" recover damages from anyone else held responsible. This includes up to \$300 a day for actual loss of earnings.

This condition does not apply under HOME AND FAMILY LIABILITY PROTECTION – SECTION II, OUR PROMISE – Medical Payments To Others Coverage or ADDITIONAL PAYMENTS, Damage To Property Of Others.

OTHER PROVISIONS

All other provisions of the policy apply.

ERIE INSURANCE
ERIESECURE
ES01803 UF-D360 (Ed. 05/20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PAYMENT – GIFT CARD AND GIFT CERTIFICATE REIMBURSEMENT COVERAGE

(ErieSecure Home, ErieSecure Condo, ErieSecure Tenant)

DEFINITIONS

Words and phrases in bold type and quotations are used as defined in the DEFINITIONS section of the policy.

The following definition applies to Gift Card and Gift Certificate Reimbursement Coverage:

"**Local business**" means an independently owned and operated business that provides goods and services to "**your**" local area.

The "**local business**" must have no more than 100 full-time employees. The "**local business**" must be within 100 miles of the "**residence premises**".

"**Local business**" does not include:

- franchisees;
- licensees;
- regional or national businesses, including branches of such organizations; or
- any similar businesses operating within "**your**" local area.

"**We**" will not pay for reimbursement of expired "**local business**" gift cards, or "**local business**" gift certificates. "**We**" will not pay for reimbursement of any gift card or gift certificate that may still be redeemable on an online or social media platform.

"**You**" must provide proof of purchase and the remaining balance of the "**local business**" gift card, or "**local business**" gift certificate, in writing, showing it was purchased within one year from the date the "**local business**" has permanently gone out of business.

This additional payment does not apply if "**anyone we protect**", or any family member of "**anyone we protect**", has any ownership interest in the "**local business**".

OTHER PROVISIONS

All other provisions of the policy apply.

PROPERTY PROTECTION - SECTION I

ADDITIONAL PAYMENTS

The following ADDITIONAL PAYMENT is added to the policy:

GIFT CARD AND GIFT CERTIFICATE REIMBURSEMENT COVERAGE

No Deductible Applies

"**We**" will reimburse "**you**" for the remaining balance of an unexpired "**local business**" gift card, or "**local business**" gift certificate. Reimbursement applies only when the "**local business**" has permanently gone out of business during the policy period. The "**local business**" gift card, or "**local business**" gift certificate, must have been purchased within one year from the date the "**local business**" permanently closed.

The most "**we**" will pay is up to \$250 per "**local business**" gift card, or "**local business**" gift certificate, and up to \$500 aggregate per policy period.

ERIE INSURANCE
ERIESECURE
UF-D137 (Ed. 06/19)

IMPORTANT NOTICE REGARDING GUARANTEED REPLACEMENT COST

Dear Policyholder:

Your accompanying Declarations lists the *Amount of Insurance* for your dwelling as Guaranteed Replacement Cost. Your Declarations page also states the estimated replacement cost of the dwelling.

Guaranteed Replacement Cost means the amount of insurance applying to your dwelling is the replacement cost at the time of loss regardless of the estimated replacement cost of the dwelling shown on your Declarations. A covered loss to your dwelling will be settled on a replacement cost basis, without deduction for depreciation, subject to any policy conditions and requirements.

Guaranteed Replacement Cost may not apply in all circumstances. Conditions and requirements when Guaranteed Replacement Cost may **not** apply include, but are not limited to:

- Limited amount of coverage provided under Ordinance or Law Coverage.
- Failure to notify us or our Agent of any improvements or other changes to the dwelling which exceed \$5,000 within 90 days after such improvements or changes are started.
- Losses settled on an actual cash value, meaning we will deduct for depreciation, until repairs or replacement is made.

You are encouraged to read your policy and endorsements carefully for specific conditions and requirements regarding Guaranteed Replacement Cost and call your ERIE Agent if you have any questions.

This notice is intended to provide an explanation of Guaranteed Replacement Cost. If there is any conflict between this notice and the policy, the provisions of the policy apply.

ERIE INSURANCE
ERIESECURE
UF-D429 (Ed. 03/21)

PENNSYLVANIA – IMPORTANT NOTICE REGARDING YOUR POLICY

(ErieSecure Home)

Dear Policyholder:

Thank you for putting your trust in Erie Insurance. We are reaching out to let you know about a change we are making to the policy insuring your property.

Your current ErieSecure Home policy includes a Pennsylvania ErieSecure Home and ErieSecure Condo Cancellation and Nonrenewal Amendatory Endorsement, ES01569 (Endorsement) that describes certain cancellation and nonrenewal conditions. **This notice is to inform you that the identified Endorsement will be removed from your policy at this renewal.**

Due to an error this Endorsement was included with your policy when your HomeProtector policy was replaced with an ErieSecure Home. This Endorsement is only applicable to dwellings rented to others and it was not intended to be a part of your policy. This endorsement is no longer listed on your Declarations Page. ERIE's obligation to provide advance notice of "cancellation and nonrenewal" under the "Rights and Duties- General Policy Conditions- Sections I & II" in your policy jacket applies.

Please be advised that all of your policy coverages remain the same. There is no premium impact from the removal of this endorsement.

Should you have any questions about your policy or about the removal of this endorsement, please contact your Erie Insurance Agent or Erie Insurance Customer Service at (800) 458-0811, option 4. We appreciate your business.

ERIE INSURANCE
 ERIESECURE
 ES00022 (Ed. 04/19) UF-A025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERIESECURE HOME ADVANTAGE ENDORSEMENT

(ErieSecure Home)

DEFINITIONS

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is defined in the DEFINITIONS section of the policy.

The following definitions apply to Identity Recovery Coverage:

- **"Anyone we protect"** means **"you"** and the following **"residents"** of **"your"** household:
 1. relatives and wards;
 2. other persons in the care of **"anyone we protect;"**
 3. a Domestic Partner named on the **"Declarations."**
- **"Fraud Event"** means any of the following, when such event results in direct financial loss to **"anyone we protect:"**
 1. **"identity theft;"**
 2. the unauthorized use of a card, card number or account number associated with a bank card, credit card or debit card issued to or registered in the name of **"anyone we protect,"** when **"anyone we protect"** is legally liable for such use;
 3. forgery or alteration of any check or negotiable instrument;
 4. acceptance in good faith of counterfeit currency; or
 5. an intentional and criminal deception of **"anyone we protect"** to induce **"anyone we protect"** to part voluntarily with something of value.

"Fraud event" does not mean or include any **"occurrence:"**

1. in which **"anyone we protect"** is threatened or coerced to part with something of value;
2. between **"anyone we protect"** and any of the following:
 - a. the current or former spouse, common law spouse or domestic partner of **"anyone we protect;"**
 - b. the grandparent, parent, sibling, child or grandchild of **"anyone we protect;"** or
 - c. any **"resident"** of the household of **"anyone we protect."**

3. involving use of a card, card number or account number:
 - a. by a person who has been authorized by **"anyone we protect"** to use such card or number, unless such authorization was obtained through an intentional and criminal deception of **"anyone we protect;"** or
 - b. if **"anyone we protect"** has not complied with all terms and conditions under which the card or number was issued.
4. arising from the **"business"** or professional service of **"anyone we protect;"**
5. involving a dispute or disagreement over the completeness, authenticity or value of any product, service or financial instrument;
6. arising from a charitable contribution, donation or gift by **"anyone we protect;"**
7. arising from an online auction or the use of an online auction site;
8. arising from any lottery, gambling or game of chance; or
9. arising from any advance fee fraud or other fraud in which **"anyone we protect"** provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.
- **"Identity Recovery Case Manager"** means a person assigned by **"us"** to help **"anyone we protect"** to recover control over his or her personal identity. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and cooperation of **"anyone we protect."**
- **"Identity theft"** means the fraudulent use of the social security number or other method of identifying **"anyone we protect."** This includes the fraudulent use of the personal identity of **"anyone we protect"** to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the unauthorized use of a **"business"** name, doing **"business"** as or any other method of identifying a **"business"** activity.

"**Identity theft**" does not include the unauthorized use of a valid credit card, credit account or bank account. However, "**identity theft**" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

- "**Identity Theft Expenses**" means any of the following, when they are reasonable and necessary expenses that are incurred as a direct result of an "**identity theft**:"
 1. costs for re-filing applications for loans, grants or other credit instruments.
 2. costs for notarizing affidavits or other similar documents, long distance telephone calls and postage.
 3. costs for credit reports from established credit bureaus.
 4. fees and expenses for an attorney approved by "**us**" for the following:
 - a. the defense of any civil suit brought against "**anyone we protect**."
 - b. the removal of any civil judgment wrongfully entered against "**anyone we protect**."
 - c. legal assistance for "**anyone we protect**" at an audit or hearing by a governmental agency.
 - d. legal assistance in challenging the accuracy of the consumer credit report of "**anyone we protect**."
 - e. the defense of any criminal charges brought against "**anyone we protect**" arising from the actions of a third party using the personal identity of "**anyone we protect**."
 5. actual lost wages of "**anyone we protect**" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work

includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

6. actual costs for supervision of children or elderly or infirm relatives or dependants of "**anyone we protect**" during the time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of "**anyone we protect**."
7. actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of "**anyone we protect**."
8. any other reasonable costs necessarily incurred by "**anyone we protect**" as a direct result of the "**identity theft**." Such costs include:
 - a. costs by "**anyone we protect**" to recover control over his or her personal identity.
 - b. deductibles or service fees from financial institutions.

Such costs do not include:

- a. costs to avoid, prevent or detect "**identity theft**" or other loss.
- b. monies lost or stolen.
- c. costs that are restricted or excluded elsewhere in this endorsement or policy.

POLICY COVERAGE ENHANCEMENTS

PROPERTY PROTECTION - SECTION I

OUR PROMISE - Personal Property Coverage

Item 7. is deleted and replaced with the following:

"**We**" will pay for loss to:

7. electronic apparatus and equipment:
 - a. while in or upon a motor vehicle or other motorized land conveyance; and
 - b. if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes cellular phones, fax machines, radios, tape and disc players, and similar equipment or devices for the recording, reproduction,

receiving, or transmitting of sound or pictures. Electronic apparatus also includes accessories used in conjunction with such apparatus including antennas, tapes, wires, records, discs or other media.

When there is loss of tapes, compact discs or similar media by theft from a motor vehicle or other motorized land conveyance, "**we**" will pay up to \$500 for the tapes, compact discs or similar media.

SPECIAL LIMITS - Personal Property Coverage

This section is deleted and replaced with the following:

Limitations apply to the following personal property. The amount shown is the total amount in any one loss. These limits do not increase the amount of insurance under Personal Property Coverage:

- \$500 - Animals, birds and fish

- \$750 - Money, travelers checks, stored value cards, bank notes, bullion, numismatic property, gold other than goldware or gold-plated ware, silver other than silverware or silver-plated ware and platinum other than platinumware or platinum-plated ware
- \$5,000 - Theft, misplacing or losing of trading cards, including sports cards. The maximum amount "**we**" will pay for theft, misplacing or losing of any one item is \$3,000.
- \$2,500 - Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, stamps and philatelic property
- \$2,500 - Trailers and campers not otherwise insured, whether licensed or not
- \$2,500 - Watercraft, including their trailers, whether licensed or not, furnishings, equipment and outboard motors
- \$2,000 - Manuscripts
- \$5,000 - Theft, misplacing or losing of guns and related equipment. The maximum amount "**we**" will pay for theft, misplacing or losing of any one item is \$3,000.
- \$5,000 - Theft, misplacing or losing of jewelry, watches and precious and semi-precious stones. The maximum amount "**we**" will pay for theft, misplacing or losing of any one item is \$3,000.
- \$5,000 - Theft, misplacing or losing of furs. The maximum amount "**we**" will pay for theft, misplacing or losing of any one item is \$3,000.
- \$5,000 - Theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, pewterware, platinumware and platinum-plated ware. The maximum amount "**we**" will pay for theft, misplacing or losing of any one item is \$3,000.
- \$2,500 - Property on the "**residence premises**" used primarily for "**business**" purposes conducted on the "**residence premises**," including property in storage, held as samples, or held for sale or delivery after sale
- \$500 - Property away from the "**residence premises**," used primarily for "**business**" purposes regardless of whether the "**business**" is conducted on or away from the "**residence premises**"
- 10% of Personal Property Coverage (but not less than \$2,000) - Personal property usually situated at any residence owned or occupied by "**anyone we protect**" other than a "**residence premises**." Personal property in a newly-acquired principal residence is not subject to this limitation for the 30 days immediately after "**you**" begin to move property there.

ADDITIONAL PAYMENTS

Lock Replacement After Loss

No Deductible Applies

This ADDITIONAL PAYMENT is deleted and replaced with the following:

At "**your**" request, "**we**" will pay up to \$1,000 to replace keys and locks to the exterior doors of the "**residence premises**," as well as keys and locks to "**your**" other property (autos, boats, etc.) if the keys are stolen during a theft loss. This coverage does not apply to keys and locks pertaining to "**business**" property.

"**We**" will pay for replacement of automatic garage door transmitters when a transmitter has been stolen. Coverage is also provided for the cost to reprogram the frequency on additional transmitters and/or the control box.

Ordinance Or Law Coverage

This ADDITIONAL PAYMENT is deleted and replaced with the following:

If a loss by a PERIL WE INSURE AGAINST occurs to covered property, or the building containing the covered property, "**we**" will pay for the increased costs incurred due to the enforcement of any ordinance or law that is in force at the time of the loss. The maximum amount "**we**" will pay in any one loss is the amount shown on the "**Declarations**." Payment is in addition to the amount of insurance applying to the loss.

"**You**" may use this coverage for:

1. the construction, demolition, renovation or repair of the portion of the building damaged by a PERIL WE INSURE AGAINST;
2. the demolition and reconstruction of the undamaged portion of the building if the entire building must be demolished because of damage by a PERIL WE INSURE AGAINST;
3. the removal or replacement of the undamaged portion of the building because of the repair or replacement of the portion of the building damaged by a PERIL WE INSURE AGAINST; or
4. the removal of debris resulting from the construction, demolition, renovation, repair or replacement of Item 1., 2., or 3.

Ordinance Or Law Coverage does not include coverage for:

1. loss in value to any covered building due to the requirements of any ordinance or law; or
2. the cost to comply with any ordinance or law requiring the testing, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, responding to or assessing the effects of any solid, liquid, gaseous or thermal irritant,

pollutant or contaminant in or on any covered building.

Trees, Shrubs, Plants And Lawns

This ADDITIONAL PAYMENT is deleted and replaced with the following:

"We" will pay up to an additional 10% of the amount of insurance under Dwelling Coverage for loss to trees, shrubs, plants and lawns at the "**residence premises**."

Coverage applies only to loss caused by the following perils covered under PERILS WE INSURE AGAINST:

1. fire or lightning;

2. explosion or sonic boom;
3. riot or civil commotion;
4. "**aircraft**" or vehicles;
5. smoke; or
6. vandalism, malicious mischief or theft.

"We" will not pay for:

1. more than \$500 on any one tree, shrub or plant;
2. damage to lawns by vehicles owned or operated by a "**resident**" of the "**residence premises**;" or
3. trees, shrubs, plants or lawns grown for "**business**" purposes.

ADDITIONAL COVERAGES

IDENTITY RECOVERY COVERAGE

Identity Theft Management Service, Expense Reimbursement And Fraud Coverage

PROPERTY PROTECTION - SECTION I

The following coverage is added to the policy:

OUR PROMISE - IDENTITY RECOVERY COVERAGE

"We" will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. there has been an "**identity theft**" involving the personal identity of "**anyone we protect**;" and
2. such "**identity theft**" is first discovered by "**anyone we protect**" during the policy period for which this Identity Recovery Coverage is applicable; and
3. such "**identity theft**" is reported to "**us**" within 60 days after it is first discovered by "**you**."

If all three of the requirements listed above have been met, then "**we**" will provide the following to "**anyone we protect**:"

1. Case Management Service
Services of an "**identity recovery case manager**" as needed to respond to the "**identity theft**."
2. Expense Reimbursement
Reimbursement of necessary and reasonable "**identity theft expenses**" incurred as a direct result of the "**identity theft**."

Service and coverage under Identity Recovery Coverage applies to "**anyone we protect**" as defined in this endorsement.

OUR PROMISE - FRAUD COVERAGE

"We" will provide the Fraud Reimbursement Coverage indicated below if all of the following requirements are met:

1. there has been a "**fraud event**" involving "**anyone we protect**;" and
2. such "**fraud event**" is first discovered by "**anyone we protect**" during the policy period for which this Identity Recovery Coverage is applicable; and
3. such "**fraud event**" is reported to "**us**" within 60 days after it is first discovered by "**you**."

If all three of the requirements listed above have been met, then "**we**" will provide the following to "**anyone we protect**:"

Fraud Reimbursement

Payment of the amount fraudulently taken from "**anyone we protect**." This is the direct financial loss only.

Fraud Reimbursement does not include any of the following:

1. other expenses that arise from the "**fraud event**." This includes, but is not limited to, "**identity theft expenses**."
2. indirect loss, such as "**bodily injury**," lost time or damaged reputation.
3. any interest, time value or potential investment gain on the amount of financial loss.
4. any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

LIMITS

Case Management Service is available as needed for any one **"identity theft"** for up to 12 months in a row from the inception of the service. Expenses **"we"** incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.

Expense Reimbursement Coverage and Fraud Reimbursement are jointly subject to a limit of \$25,000 annual aggregate per insured individual. This limit is the most **"we"** will pay for the total of all loss or expenses arising out of all **"identity thefts"** and **"fraud events"** to any one insured individual which are first discovered by **"anyone we protect"** during the present annual policy period. This limit applies regardless of the number of claims during that period.

An **"identity theft"** or **"fraud event"** may be first discovered by **"anyone we protect"** in one policy period and continue into other policy periods. If so, all loss and expenses arising from such **"identity theft"** or **"fraud event"** will be subject to the aggregate limit applicable to the policy period when the **"identity theft"** or **"fraud theft"** was first discovered by **"anyone we protect."**

Coverage for legal costs is found under Item 4. of the definition of **"identity theft expenses."** Such legal costs are part of, and not in addition to, the Expense Reimbursement Coverage limit.

Item 5. (Lost Wages) and Item 6. (Child and Elder Care Expenses) of the definition of **"identity theft expenses"** are jointly subject to a sub limit of \$5,000. This sub limit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the **"identity theft"** by **"anyone we protect."**

Item 7. (Mental Health Counseling) of the definition of **"identity theft expenses"** is subject to a sub limit of \$1,000. This sub limit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the **"identity theft"** by **"anyone we protect."**

Item 8. (Miscellaneous Unnamed Costs) of the definition of **"identity theft expenses"** is subject to a sub limit of \$1,000. This sub limit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the **"identity theft"** by **"anyone we protect."**

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement Coverage is subject to a deductible of \$250. **"You"** will be responsible for only one

deductible under this endorsement during any one policy period.

Fraud Reimbursement Coverage is subject to a deductible of \$250 per **"fraud event."**

EXCLUSIONS - What We Do Not Cover

These exclusions apply to both Case Management Service and Expense Reimbursement Coverage.

"We" do not pay for loss resulting directly or indirectly from any of the following, even if other events or happenings contributed concurrently, or in sequence to the loss:

1. the theft of a professional or **"business"** identity.
2. any fraudulent, dishonest or criminal act by **"anyone we protect."** This includes any such act by a person aiding or abetting **"anyone we protect."** This also includes any such act by an authorized representative of **"anyone we protect."** In all these cases, it does not matter whether the individual is acting alone or in collusion with others.
3. an **"identity theft"** or **"fraud event"** that is not reported in writing to the police.

RIGHTS AND DUTIES - CONDITIONS - SECTION I

The following additional conditions are added and apply to Identity Recovery Coverage:

A. Assistance And Claims

If **"you"** have questions or need help, please call the **Identity and Fraud Help Line at 1-866-ERIENOW (1-866-374-3669).**

The **Identity and Fraud Help Line** is available to provide **"you"** with the following:

1. information on how to respond to a possible **"identity theft"** or **"fraud event."**
2. instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage or Fraud Reimbursement Coverage.

In some cases, **"we"** may provide Case Management Service at **"our"** expense to **"anyone we protect"** prior to a determination that a covered **"identity theft"** has occurred. **"Our"** provision of such services is not an admission of liability under the policy. **"We"** reserve the right to deny further coverage or service if, after investigation, **"we"** determine that a covered **"identity theft"** has not occurred.

As respects Expense Reimbursement Coverage and Fraud Reimbursement Coverage, **"you"** must send to **"us"** receipts, bills or other records that support **"your"** claim for

"**identity theft expenses.**" Such records must be sent to "**us**" within 60 days after "**our**" request.

B. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection

The same event may be covered under Fraud Coverage in this endorsement and Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection elsewhere in this policy. If so, coverage will apply first under Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection. Then coverage will apply with no deductible under Fraud Coverage. The limit available for Fraud Coverage will be in addition to the limit available for Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery Or Counterfeit Money Protection.

C. Services

The following conditions apply as respects any services provided by "**us**" or "**our**" designees to "**you**" or "**anyone we protect**" under this endorsement.

1. "**Our**" ability to provide helpful services in the event of an "**identity theft**" or "**fraud event**" depends on "**your**" cooperation, permission and assistance.
2. All services may not be available or applicable to all individuals. For example, "**anyone we protect**" who is a minor or foreign national may not have a credit record that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. "**We**" do not warrant that "**our**" services will end or solve all problems associated with an "**identity theft**" or "**fraud event.**" "**We**" do not warrant that "**our**" services will prevent future "**identity thefts**" or "**fraud events.**"

D. Valuation

In some cases, Fraud Reimbursement claims may involve property other than money. Please note the following:

1. "**We**" will require proof of the nature and value of any property lost due to a "**fraud event.**"
2. "**Our**" payment will be based on the fair market value of the lost property at the time the loss is first discovered by "**anyone we protect.**"

WAIVER OF DEDUCTIBLE

"**We**" will waive the deductible shown on the "**Declarations**" for any loss from a covered peril exceeding \$50,000.

OTHER PROVISIONS

All other provisions of the policy apply.

THIS IS AN ENDORSEMENT TO YOUR POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIBER'S AGREEMENT

The following is the language of the Subscriber's Agreement that applies to policies issued by ERIE INSURANCE EXCHANGE. Definitions included in this Agreement apply only to the Subscriber's Agreement.

The Subscriber ("you" or "your") agrees with the other Subscribers at ERIE INSURANCE EXCHANGE ("ERIE"), a Reciprocal/Inter-Insurance Exchange, and with their Attorney-in-Fact, the Erie Indemnity Company ("we" or "us"), a Pennsylvania corporation with its Home Office in Erie, Pennsylvania, to the following:

1. You agree to pay your policy premiums and to exchange with other ERIE Subscribers policies providing insurance for any insured loss as stated in those policies.
2. You appoint us as Attorney-in-Fact with the power to: a) exchange policies with other ERIE Subscribers; b) take any action necessary for the exchange of such policies; c) issue, change, nonrenew or cancel policies; d) obtain reinsurance; e) collect premiums; f) invest and reinvest funds; g) receive notices and proofs of loss; h) appear for, compromise, prosecute, defend, adjust and settle losses and claims under your policies; i) accept service of process on behalf of ERIE as insurer; and j) manage and conduct the business and affairs of ERIE, its affiliates and subsidiaries. This power of attorney is limited to the purposes described in this Agreement.
3. You agree that as compensation for us: a) becoming and acting as Attorney-in-Fact; b) managing the business and affairs of ERIE; and c) paying general administrative expenses, including sales commissions, salaries and employee benefits, taxes, rent, depreciation, supplies and data processing, we may retain up to 25% of all premiums written or assumed by ERIE. The rest of the premiums will be used for losses, loss adjustment expenses, investment expenses, damages, legal expenses, court costs, taxes, assessments, licenses, fees, and any other governmental fines and charges, establishment of reserves and surplus, and reinsurance, and may be used for dividends and other purposes we decide are to the advantage of Subscribers.
4. You agree that this Agreement, including the power of attorney, shall have application to all insurance policies for which you apply at ERIE, including changes in any of your coverages.
5. You agree to sign and deliver to us all papers required to carry out this Agreement.
6. This Agreement, including the power of attorney, shall not be affected by your subsequent disability or incapacity.
7. This Agreement is and shall be binding upon you, us, and all executors, administrators, successors and assigns.

(Subscriber's Agreement language updated 1996.)

Form SA

ERIE INSURANCE
ERIESECURE
ES01191 (Ed. 1/16) UF-B929

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED LIABILITY COMPANY COVERAGE (LLC) ENDORSEMENT

(ErieSecure Home, ErieSecure Condo, ErieSecure Tenant and ErieSecure Property)

The following coverage applies only if a Limited Liability Company (LLC) is shown on "your" "Declarations" as an additional insured.

DEFINITIONS

Words and phrases in bold type and quotations are used as defined in this endorsement. If a word or phrase in bold type and quotations is not defined in this endorsement, then the word or phrase is defined in the DEFINITIONS section of the policy.

The following paragraph is added to the definition of "You," "your" or "Named Insured":

1. **"You", "your" and "Named Insured"** also means any Limited Liability Company (LLC) shown on the **"Declarations,"** as an additional insured. This includes any natural person designated as a member or manager of the Limited Liability Company (LLC), but only while such person is acting within the scope of their duties as member or manager of **"your"** business as it pertains to the property held in the Limited Liability Company (LLC) which is specifically scheduled and insured in PROPERTY PROTECTION – SECTION I of this policy, or for which insurance coverage is provided by LIABILITY PROTECTION – SECTION II.

RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS – SECTIONS I & II

The following condition is added:

INSURED'S REPRESENTATIVE CLAUSE

By acceptance of this policy **"you"** and any other insured agree that the **"Named Insured"** listed on the **"Declarations"** will act on both **"your"** and their behalf with respect to:

- a. Policy Issuance and coverage selections;
- b. The acceptance of endorsements or other policy modifications; and
- c. The giving or receiving of any other notice provided for in this policy.

Further, by acceptance of this policy, **"you"** and any other insured agree to accept and be bound by any actions taken by the **"Named Insured"** with regard to a., b. and c. above.

OTHER PROVISIONS

All other provisions of the policy apply.

FACTS**WHAT DOES ERIE INSURANCE DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Payment history and credit-based insurance scores
- Credit history and insurance claim history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Erie Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Erie Insurance share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No	No

To limit our sharing

- Call 800-458-0811 - our menu will prompt you through your choice or
- Visit us online: erieinsurance.com/optout

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-458-0811 or go to erieinsurance.com/contact-erie

Page 2**Who we are**

Who is providing this notice?	The Erie Insurance Group companies including property and casualty, life and health insurance licensees and financial companies listed below.
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What we do

How does Erie Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your personal information for legitimate business needs.
How does Erie Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • File an insurance claim or give us your income information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates everyday business purposes- information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for a policy I hold jointly with someone else?	Your choices will apply to everyone on your policy.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies affiliated with Erie Insurance Exchange; financial companies such as Erie Indemnity Company and insurance licensees such as Flagship City Insurance Company.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Erie Insurance does not share with non-Erie Insurance companies so they can market their products to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance licensees such as Erie Insurance agents.</i>

Other Important Information

For our HIPAA covered products, our separate Notice of Privacy Practices describes how we collect, use, and share your protected health information.
For a copy of that Notice call 800-458-0811.

Erie Insurance Exchange
Erie Indemnity Company
Erie Family Life Insurance Company
Erie Insurance Company
Erie Insurance Company of New York

Erie Insurance Property and Casualty Company
Flagship City Insurance Company
E I Service Corp.
Erie Resource Management Corp.

ERIE INSURANCE
ERIESECURE
UF-D175 (Ed. 12/20)

PENNSYLVANIA - NOTICE TO POLICYHOLDERS

POLICY SERVICE FEES

SERVICE FEES - the following service fees will be applicable to all payment plans.

- **Returned Payment Fee** - A **\$25.00** charge will be applied to your account if your check or other payment is returned unpaid by your financial institution.
- **Late Fee** - A **\$10.00** charge will be applied to your account when a cancellation notice is issued on your policy because of non-payment of premium.
- **Reinstatement Fee** - A **\$25.00** charge will be applied to your account when your policy is reinstated with a lapse in coverage following cancellation of your policy because of non-payment of premium.

If you have any questions concerning the Policy Service Fees, please contact your ERIE Agent.

IMPORTANT NOTICE - NO FLOOD COVERAGE

Your basic policy covers losses from many perils. However, it **DOES NOT** provide coverage for flood loss.

Insurance covering flood loss is generally available through the National Flood Insurance Program.

In an effort to serve you, information about flood insurance and the National Flood Insurance Program can be provided by your ERIE Agent.

INSURANCE INFORMATION PRACTICES

As part of our procedure for processing your insurance, personal information such as a credit report, prior insurance claims report, and/or motor vehicle record may be obtained concerning you and other individuals proposed for coverage.

In determining whether to renew your policy each year, we may review your credit report or obtain or use a credit based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of your insurance score.

No information from our files will be given to anyone without your written consent, except as allowed by law in order to conduct our business.

You have the right to know the kind of information we have in your file, to have access to that information, and to request correction of information you believe is inaccurate.

We will provide a more detailed description of our information practices, if you so request.

MULTI-POLICY DISCOUNT CREDIT

If you have an ERIE ErieSecure Policy, and either an ERIE Private Passenger Auto Policy or a qualifying ERIE Family Life Insurance Policy(ies), or all three, you may be eligible for a **multi-policy discount credit**. The multi-policy discount credit may be given on both the ErieSecure and Private Passenger Auto Policy premiums.

If you do not have an ERIE Private Passenger Auto Policy or an ERIE Family Life Insurance Policy, why not ask your Agent to describe the coverages and services ERIE offers its Policyholders? Contact your local ERIE Agent for more information.

CLAIMS RATING

In order to keep premiums low for those ERIE INSURANCE Policyholders who have a favorable claims history, ERIE applies a surcharge to individual policies based upon the number of qualified claims that were paid to an insured in a defined timeframe preceding policy renewal. Future claims will only be added to the surcharge at renewal if a loss occurred and was paid under this ERIE policy in the five-year period prior to the renewal effective date. All claims are eliminated from the surcharge after they fall outside of the five-year period prior to the renewal effective date.

Identity Recovery and Personal Inland Marine claims are excluded from Claims Rating. A claim will not be counted if the claim payment is fully reduced by salvage and/or subrogation or if loss adjustment expenses are incurred but no damage payment is made.

Your business is important to us. Programs such as Claims Rating allow ERIE to keep the overall rates lower for claims-free business and to continue to provide the best possible service to you at the lowest possible cost. If you have any specific questions regarding Claims Rating, please contact your ERIE Agent.

ADDITIONAL COVERAGES AVAILABLE

It is important that you occasionally review the coverages and limits of your ErieSecure Policy to be certain your needs are being met.

The *Amounts of Insurance* for your Property and Liability Coverages are listed on the accompanying ErieSecure Declarations. Please review these *Amounts of Insurance* to make sure they are adequate in the event of loss.

The following is a **PARTIAL LIST** of the optional coverages available to our ErieSecure Policyholders. Your current policy may already contain one or more of these optional coverages, but these and other optional coverages may be available to you for an additional premium.

- **Sewer and Drain Back Up Coverage**
- **Earthquake Coverage**
- **Additional Theft Amounts for Jewelry, Watches, and Furs**
- **Dwelling and Other Structures Siding and/or Roofing Restoration Coverage**
- **Identity Recovery Coverage**
- **Criminal Defense Cost Reimbursement – Defense of Persons or Property**
- **Equipment Breakdown Coverage** (*Not applicable on ErieSecure Condo or ErieSecure Tenant Policies*)
- **Underground Service Line Coverage** (*Not applicable on ErieSecure Condo or ErieSecure Tenant Policies*)

Please contact your Agent if you have any questions concerning your ErieSecure *Amounts of Insurance* or if you are interested in any of our optional coverages.

PLEASE NOTE: Not all coverages are available on all ErieSecure Policies. Not all of the optional coverages are available in all states. Please check your ErieSecure Policy to see if you have already purchased the optional coverages.